

The State of Alabama }  
 Shelby County } Whereas on the twenty-  
 ninth day of September, in the year of our Lord  
 one thousand eight hundred and forty three a  
 certain Deed of Trust was made and executed  
 by Lemmy Cobb (Thence) formerly of Edgefield District  
 and State of South Carolina but there being in  
 Augusta and State of Georgia, by which she settled  
 in trust on John C. Dineen, James C. O'Hara and  
 William Allen O'Hara, and upon Joseph T.  
 Godwin (then) an infant when he should  
 become of age, and he now having become of age.  
 certain <sup>in</sup> ~~regard~~ in said Deed described and for the use, trust and purpose  
 therein set forth and many other things, the said <sup>trust</sup> ~~trust~~ <sup>shall</sup> be  
 removed to Alabama and a farm purchased for cultivation

by the Trustees and to be paid for and become a part and part  
of the Trust Estate all which will lawfully and at large appear  
by reference to said Trust Deed Recorded in Book 10 page 114  
20. of the clerks office of the county and State <sup>first</sup> of said  
day of <sup>first</sup> And Whereas afterwards to wit in the twenty fifth  
day of December in the year ~~1851~~ <sup>1852</sup> aforesaid at the county and State first  
aforesaid the Trustees aforesaid then acting trust said John C.  
Sneed James C. O'Hara and William A. O'Hara contracted with  
Benjamin H. Randall of said county for certain tract or parcel  
of land herein after described and for which nine hundred dollars  
was to be paid in the first day of January Eighteen hundred &  
forty five Eighteen hundred and forty six said and Eighteen hundred  
and forty seven three hundred dollars at each time with interest from  
the date of purchase aforesaid and three promissory notes given  
accordingly and the said Benjamin H. Randall receiving  
and delivering to said three first named Trustees his  
Bond in the penal sum of Two thousand Dollars <sup>indented</sup>  
for the making titles in fee simple to said land and the  
relinquishment of claim of his wife to the same when  
the said notes should be paid, and whereas the said notes  
have been fully paid up and discharged as and before the  
Twenty Eight day of January Eighteen hundred and  
forty eight but the title not executed because of the absence  
from the State of John C. Sneed one of said trustees.

the Bond marked cancelled through the face. Having hereto  
arrived, and hereby made a part and parcel of this Deed  
now that this indenture made and entered  
into this the Twenty Eight day of June in the year Eighteen  
hundred and forty two, Between the said Benjamin H. Randall  
and Nancy H. Randall his wife of said Shelby county in the  
one part and the said John C. Sneed James C. O'Hara William  
A. O'Hara and Joseph S. Gadsden trustees for James Cobb  
Cynthia O'Hara and Eiza Gadsden under the trusts  
Terms and promises of said original deed become before de-  
scribed and referred to of the other part

Witnesseth that the said Benjamin H. Randall and  
Nancy H. his wife for and in consideration of the said sum  
of nine hundred Dollars to them in hand paid as aforesaid  
at and before the sealing and delivering of these presents  
the receipts whereof is hereby acknowledged and for bringing  
in to full and complete effect the said conveyance  
to said Bond referred to. They the said Benjamin H. Randall  
and his wife have granted bargained sold conveyed released  
conveyed and confirmed and hereby do Grant bargain

sell release convey and confirm unto the said trustees and their heirs Executors and administrators and to the survivors of them and their successors all that tract or parcel of land to wit the <sup>west</sup> half of the north west quarter the north East fourth of the North West fourth and the north West fourth of the South West fourth of section number Eighteen Township Twenty one Range one East in the county of Shelby and State first aforesaid.

Together with all and singular the rights members and appurtenances thereof whatsoever belonging or affecting to have and to hold the said tract or parcel of land and every part thereof unto the said Trustees for the use aforesaid as expressed in said original trust Decree before signed former against the said Benjamin H. Prandall and Nancy H. his wife and their heirs and all and every person and persons whatsoever which they the said Trustees for themselves their heirs Executors and administrators hereby named will forever defend by these presents In Witness Whereof the said Benjamin H. Prandall and Nancy H. Prandall his wife hereto set their hands and seals the day and year before mentioned or written

Signed Sealed & Delivered in  
the Presence of } B. H. Prandall (Seal)  
H. H. Lyman Jus. of the Peace } Nancy H. Prandall (Seal)

The State of Alabama Before me Henry R. Lyman  
Shelby County, a Justice of the Peace in and for  
said county and State personally came and appeared before  
Mrs. Nancy H. Prandall the wife of said Benjamin H.  
Prandall and upon being privately examined by me  
separate and apart from her said husband acknowledged  
that she had joined in the Execution of the foregoing  
Decree with her said husband and signed sealed and delivered  
the same for the purpose therein mentioned and the day  
and year therein stated freely and without any fear  
threats or compulsion of her said husband and the  
said Benjamin H. Prandall acknowledged on the same  
day that he signed sealed and delivered the said Decree for  
the purpose mentioned therein and to the Trustees therein  
named given under my hand and seal this 28th day  
1852.

Henry R. Lyman  
Justice of the Peace