

This Indenture made and entered into this the 20<sup>th</sup>  
 day of April one thousand eight hundred and forty  
 four between Edwin Gibbs of the first part Charles  
 Gibbs of the second part and Louisa wife of the said  
 Edwin Gibbs of the third part all of the County of  
 Sumter and of the State of Alabama Witnesseth that  
 whereas the said Louisa late Louisa Michael son  
 and daughter of the said Edwin Gibbs to her marriage  
 to said Gibbs. Slaves consisting of the following  
 to wit James Esley Ephraim Hedrick Peter Peely  
 Chortah and her child Phibe - the latter two of  
 said Slaves said Gibbs has now reduced to  
 possession, and whereas said Edwin Gibbs is anxious  
 desirous to settle said Slaves on said Charles  
 R. Gibbs for the sole and separate use of said Louisa  
 now this Indenture Witnesseth that in consider-  
 ation and in pursuance of said intention  
 of & for the further consideration of and Belief to  
 the party of the first part by the party of the  
 second part in hand paid at and before the  
 sealing and delivery of these presents the receipt  
 whereof is hereby acknowledged the said party  
 of the first part hath bargained sold conveyed  
 and assigned and by these presents doth bargain  
 sell convey and assign unto said party of the  
 second part his heirs & assigns forever all  
 the right title claims and interest to said  
 Slaves and all the profits arising therefrom toge-  
 ther with the further increase thereof of him the  
 said party of the first part to him and to hold  
 the same unto the said party of the second  
 part his heirs & assigns Adm<sup>rs</sup> and assigns forever but  
 notwithstanding upon the trust and purposes herein  
 after expressed and declared & to no other use intent  
 or purpose whatsoever namely in trust for the  
 said Louisa wife of said Gibbs to authorize &  
 empower the said Louisa to use said Slaves  
 and to receive and take the profits and further  
 increase thereof for and during the joint lives of  
 the said Edwin Gibbs and the said Louisa his  
 wife to and for her own use & benefit & exclusion  
 of her said husband nor is the same to be liable to  
 any debt that may by him hereafter be contracted  
 and from & after the decease of the said Gibbs the



case said Laura should survive him then upon  
 trust that the said Charles R Gibbs his heirs Exec<sup>ors</sup>  
 Admin<sup>rs</sup> and assigns shall hold the said slaves  
 and profits arising therefrom and future  
 increase thereof for the sole use and benefit of  
 the said Laura or her assigns absolutely and  
 shall pay to or authorize and empower the  
 said Laura and her assigns from time  
 to time to take and to use said slaves the  
 interest profits labour & productions arising therefrom  
 during her life to and for her own use and benefit Provided  
 always ~~her life~~ to and it is hereby declared & agreed  
 and it shall and may be lawful for the said  
 Charles R Gibbs his heirs Exec<sup>ors</sup> Admin<sup>rs</sup> or assigns at  
 any time or times during the lifetime of said  
 Laura and after the decease of said Gibbs her husband  
 in case said Laura should survive him by  
 and with the consent and approbation of said Laura  
 notwithstanding his covenant testified by any  
 writing under his hand and seal attested by two  
 or more witnesses to sell and dispose of all or  
 any part of said slaves and of all or any part of  
 the future increase thereof and to lay out and in-  
 vest the money arising from such sale or disposal  
 in such other property as the said Laura may  
 require and designate the sum of the sum  
 to be in the name of the said Charles R Gibbs his  
 heirs Exec<sup>ors</sup> Admin<sup>rs</sup> and assigns and the property  
 so purchased to be in like manner from time to time  
 altered moved sold transferred and disposed of  
 when and as often as the sum shall in like  
 manner be required by said Laura during her  
 lifetime and after the decease of the said Gibbs her  
 husband in case said Laura should survive  
 him and it is hereby declared and agreed that the  
 said Charles R Gibbs his heirs Exec<sup>ors</sup> Admin<sup>rs</sup> and  
 assigns shall stand possessed of and be interested  
 in all such now purchased property as aforesaid  
 and the interest profits labour productions thereof upon  
 such and the sum trust and for such and the sum  
 ends intents and purposes as are herein before expressed  
 and declared of and concerning the property hereby  
 conveyed as aforesaid and the interest profits labour  
 and productions thereof or as near thereto as the



truth of the parties and other circumstances will  
admit of provided always and it is hereby declared  
and agreed by and between said parties  
to these presents that if the said Charles R Gibbs  
during the continuance of the aforesaid trust  
happen to die or desire to be discharged from said  
trust or at any time refuse to act in the execution  
of the same then and in every such case it  
shall and may be lawful for the said Laura  
notwithstanding her coverture by any writing  
under her hand and seal attested by two or more  
witnesses to nominate and appoint any other person  
to be a trustee for the purposes aforesaid in the  
place of the said Charles R Gibbs. Provided also  
and it is hereby expressed declared and agreed that  
said Charles R Gibbs his heirs Executors Administrators and  
assigns and each of them shall not be charged for  
any loss misfortune or damages which may occur  
in execution of said trust or in relation thereto  
unless the same shall happen by and through his  
own culpable default and it is hereby declared &  
agreed by and between the parties to these presents  
that the said Laura wife of said Gibbs notwithstanding  
her coverture and after the decease  
of the said Gibbs her husband in case the said  
Laura should survive him shall have full power  
and authority to make a last will and testament  
in writing or by any writing attested by  
two or more credible witnesses to dispose of all  
or any part of the said property hereby conveyed to  
such person or persons and in such manner and  
form as she may think proper and in case  
she makes no such disposition of the said property  
by such and every part thereof is to trust and  
retain to the use of said Laura for her life  
testimony whereof all of which said parties  
to these presents have hereunto subscribed their  
names and offered their seals this the day and  
year first above written

Charles R Gibbs  
Laura Gibbs  
in the presence of  
Robert J Gibbs  
Wm P Nicholson

Edw J Gibbs  
Chas R Gibbs  
Laura Gibbs



301

The State of Alabama 3<sup>d</sup> Decemrally. appeared  
 Justice, County 3<sup>d</sup> before me Dr. Williams  
 Clerk of the the County Court of said county  
 the above named William S. Nicholas one  
 of the subscribing witnesses to the foregoing deed of  
 trust who being first duly sworn deposed and  
 testified that he saw Edwin Gibbs Charles R. Gibbs  
 & Lewis Gibbs Signer said & during the same  
 that he this deponent subscribed his name  
 as a witness to said deed in the presence  
 of the said Edwin, Charles R. & Lewis Gibbs  
 and that he saw Robert J. Gibbs the other subse  
 ribing witness to said deed subscribed his name  
 as a witness thereto in the presence of the said  
 Edwin Charles R. & Lewis Gibbs - and in the  
 presence of each other on the day and year therein  
 named Mr. Testimony whereof I himunto  
 set my hand and affixed the seal of my office  
 at Sandy Spring House this 26<sup>th</sup> day of April A.D.  
 1844. attest Dr. Williams Clerk.

Filed and Recorded in the Probate Judges office  
 of said county in deed Book - this the 8<sup>th</sup> of  
 July A.D. 1853  
 J. M. McManahan  
 Judge of Probate