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James Ohard to Wm L Prentice

The State of Alabama } This Indenture made
Shelby County } and entered into this 19th day of January 1856 between James Ohard of the County of Shelby and State of Alabama of the first part and William L Prentice of the same place of the second part and Enoch Nabors of the same place of the third part

Witnesseth that the said party of the first part being justly indebted to the said party of the second part in the just sum of eighteen hundred and fifty dollars evidenced by a promissory note bearing even date with these presents and due the first of January 1857 and the said party of the first part being anxious and desirous to secure the payment the said sum of eighteen hundred and fifty dollars unto the said party of the second Now in consideration of said indebtedness as well as the sum of one dollar to him in hand paid by the said party of the third part at and before the ensealing and delivering of these presents the receipt whereof is hereby acknowledged doth grant bargain sell and convey unto the said party of the third part his heirs assigns the following described property to wit The South West fourth (SW¼) of Section (9) and that portion of the South East fourth (¼) of Section (8) lying east of the Alabama and Tensaw River Rail Road all in Township Twenty four (24) Range Twelve (12) East in the district of lands subject to sale at Tuscaloosa Ala containing Two hundred and forty more or less Also a negro woman named Fanny about forty six years old A negro boy named Jasper about nine years old Mariah a negro woman about forty four years old Charles a negro man about twenty two years old Emily a negro girl about sixteen years old Rozetta a negro girl about fourteen years old Josephus a negro boy about twelve years old, Thomas a negro boy ten years old Louisa a negro girl about seven years old Sally a girl about five years old Betty a negro girl about eighteen months old To have and to hold unto the said party of the

third part his heirs assigns and representatives forever. Now the condition of the above indenture is such that if the said party of the first part shall pay or cause to be paid the said sum of eight hundred and fifty dollars unto the said party of the second part on or before the first day of January 1857 then this indenture is to be null and void and of no effect in law or equity But if the said party of the first part shall fail to pay or cause to be paid the whole or any part thereof of the said sum of eighteen hundred and fifty dollars on or before the first day of January 1857 Then and in that event the said party of the third part is hereby empowered upon first giving twenty days notice by posting them a few in town of Montevallo and two other public places in said County to levy upon the said property herein conveyed and sell the same at public outcry to the highest bidder for cash on the premises and appropriate the proceeds of said sale first to the payment of the debt intended to be secured by this deed of trust and the costs and expenses of the same and the ballance if any to the said party of the first part

In testimony whereof we have hereunto set our hands and seals the day and date above written

J. Ohara (seal)
W. L. Prentice (seal)
French Nabors (seal)

The State of Alabama } I Abner J. Mills an acting
Shelby County } Justice of the Peace in and
for the County and State aforesaid do hereby certify
that James Ohara William L. Prentice and
French Nabors whose names are signed to the foregoing conveyance and who are known to me acknowledged before me acknowledged before me on this day that being informed of the contents of the Conveyance they signed the same voluntarily on the day the same bears date Witness this January 1857

Abner J. Mills (J.P.)

Filed and Recorded the 24th Jan. 1857

J. M. McClanahan
Judge of Probate