Rose & wife
To
D W Prentice
(Mortgage)

This Indenture made and entered into this the 10th day of April 1856 between James J. Rose and Elya L. Rose of the first and Edmond King of the second part and Daniel W. Prentice of the third part all of the County of Shelby and State of Alabama. Witness the said James J. Rose and Elyah L. Rose have this day borrowed from the said Edmond King, the sum of three hundred and thirty nine dollars 20/100 dollars and for which they have executed and delivered to the said Edmond King their promissory notes in writing bearing date with these presents and payable by the tenth day of January next 1857

Now this Indenture witnesseth that the said Parties of the first part being anxious and desirous of securing the payment of the said sum of three hundred and thirty nine ~~dollars~~ 20/100 dollars as aforesaid, and for the purpose of saving the said Edmond King from all loss as well as from the further consideration of one dollar to them in hand paid by the said Daniel W. Prentice at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged doth grant bargain sell and convey unto the said Daniel W. Prentice a negro boy named Charles of black color and about forty five years of age to have and to hold said boy unto the said Daniel W. Prentice his heirs and assigns forever, in trust nevertheless that if the said parties of the first part shall well and truly pay or cause to be paid the said sum of three hundred and thirty nine 20/100 dollars on or by the time the same falls due, then this deed of trust is to be null and void but if the said parties of the first part fail to pay or cause to be paid the whole or any part of said sum of three hundred and thirty nine 20/100 dollars at the the said note falls due then and in that event the said Daniel W. Prentice is authorized and empowered to levy upon said boy Charles hire conveyed upon first giving twenty days notice by sticking up two or more notices in writing in some public place in the Town of Montevallo and sell said boy Charles at public outcry to the highest bidder for cash and appropriate the proceeds of said sale to the satisfaction of said note and the costs and charges of this deed of trust, In testimony whereof we have hereunto set our hands and seals, the day and date above written.

J. J. Rose (Seal)
E. L. Rose (Seal)
Edmd. King (Seal)
D W Prentice (Seal)

State of Alabama }
Shelby County } I J. P. Morgan an acting Justice of the in and for the County and State aforesaid do hereby certify that James J. Rose, Elya L Rose Edmond King and Daniel W. Prentice whose names are signed to the forgoing conveyance and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. Given under my hand this 10th day of April 1856

J. P. Morgan J. P.

Recorded April 11th 1856 J. M. McClannahan
Judge of Probate