

Shortridge

do

Cobb et al.

This Indenture made and entered into this the fourth day of May in the year of our Lord one thousand eight hundred and fifty eight between George L Shortridge of the County of Dallas and state of Alabama of the first part and Rufus W. Cobb of the County of Shelby and state of Alabama of the second part and Daniel W Prentice of the County of Shelby and state of Alabama and Samuel J Hale of the County of Shelby and state of Alabama and the heirs at law of Patrick Omeal late of the State of Louisiana of the third part. Witnesseth that the said party of the first part for and in consideration of the sum of five dollars to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged hath bargained granted sold and conveyed and by these presents doth grant bargain sell and convey unto the said party of the second part the following real and personal property to wit all the tract or parcel of land upon which I now reside lying and being near the town of Clontaville in said County of Shelby and state of Alabama containing one hundred and three acres more or less together with all and singular the hereditaments and appurtenances therunto belonging one negro boy slave named Harry about twenty six years of age a negro woman slave named Caroline about thirty years of age and her two children John about nine years of age and Daniel Harkins about one year of age a negro boy slave named Bob about forty years of age a negro boy slave named Peter and his wife slave Beilsey each about sixty years of age a negro boy slave named Lewis about twenty years of age a negro boy slave named Jack about eighteen years of age the said two last named slaves Lewis and Jack being the slaves mortgaged by one Howard Shortridge to one Burwell Boykin and the said mortgage transferred by the administration of the estate of the said Burwell Boykin to the said party of the first part, all my household and kitchen furniture now at my said residence near the said town of Clontaville and all my household and kitchen furniture now at my

residence in Selma Dallas County State of Ala-
 bama one buggy and harness one mare mule
 one two horse waggon and harness and three Cows
 and calves all my stock of hogs Consisting of
 about twenty head more or less and one water
 or drop cart to have and to hold all and singu-
 lar the said property above described unto the
 said party of the second part in trust to and
 for the uses and purposes hereinafter limited
 described and declared that is to say to secure
 the payment of the following debts to wit: to
 hold the said Daniel W. Prentice harness
 and to secure him against any loss he may
 sustain as my surety upon my bond as
 Guardian of the minor heirs of Paul H. Lewis
 dec'd to wit: George Burwell and Paul Lewis
 executed by me and the said Prentice as my
 surety and approved by John W. McClanahan
 Judge of Probate in and for said County of
 Shelby for the sum of seven or eight
 thousand dollars also as the drawer of a certain
 bill of exchange for about the sum of six
 hundred and seventy five dollars bearing date
 September the twenty fifth 1857 and having twelve
 months to run to maturity which said bill
 was accepted by me and endorsed by me John
 P. West and is the property of French Hobbs
 and James Gregory also two notes executed
 by the said party of the first part as principals
 and the said Prentice as surety to James Boy-
 kin administrator of the estate of Burwell
 Boykin deceased both of which bear date Sel-
 ma April the 15th 1858 the first for eight
 hundred and fifteen and 3/100 dollars due
 the first day of January 1859 the second for
 eight hundred and sixty five and 6/100 dollars
 due the first day of January 1860 also to
 hold harness and secure the said Samuel
 J. Hale as the acceptor of a certain bill
 of exchange drawn and endorsed by the said par-
 ty of the first part for the sum of eleven hun-
 dred and twenty seven dollars or thereabout
 and dated about the 21st day of February 1858
 falling due the Commercial Bank of Alabama
 and payable at the Counter of said bank
 sixty days after date. upon which said
 bill there is a credit of five hundred dol-

laid paid by the said party of the first part on or about
 the first day of April 1858 and the security herein
 provided shall extend to and cover any liability cre-
 ated by the extension of said bill by the party of the first
 part and I hereby empower and authorize the said
 Hale or the said trustee to extend said bill from
 time to time as said Bank shall permit with-
 out impairing in the least or destroying in
 any manner the lien herein created also to hold
 harmless and secure the said heirs at law of
 said Patrick Meach of the state of Louisiana
 in the payment of two promissory notes
 bearing even date with these presents the
 first for one thousand dollars drawing
 interest from the first day of October
 1857 the second for five hundred and twenty
 five dollars drawing interest from the
 fifteenth day of March, 1858 Both of which
 said notes were executed by the said party of
 the first part to said heirs at law as aforesaid.
 Also to secure one Richard Lee as my
 surety in the payment of the balance
 of about four hundred and seventy dollars
 due upon a promissory note executed to me
 J. R. Smith as Guardian of one Kelly and upon
 which suit was brought to the last term
 of the Circuit Court for Shelby County by
 one Richard Hudson of the County of
 Jefferson service had upon the party
 of the first part and a failure of service upon
 the said Lee. Now if the said party of
 the first part shall pay off and discharge
 said debt as hereinbefore described fall-
 ing due or before the first day of April
 1859 then as to said debts this allegation
 is to be void and of no effect and to contin-
 ue in force as to the liability of said Prentice
 as surety upon said Guardian bond
 as aforesaid and said promissory note falling
 due on the first day of January 1860 and when
 said Prentice shall be fully discharged
 from all liability upon said bond and
 note then this entire obligation is to be
 void and of no effect but should the said
 party of the first part make default in the
 payment of the debt falling due at or
 before the first day of April 1859 then the

Said Rufus W. Cobb is hereby authorized and empowered to sell said property or so much thereof as shall be necessary to pay off and discharge the debts then due and unpaid at private or public sale and upon such terms, conditions & nature as the said trustee shall deem most ~~expedient~~ ^{advantageous} to the said Creditors and if said sales public then in the town of Mountville Alabama and said trustee is hereby empowered to sell from time to time in like manner such property as may be necessary to meet the liability of the said Primitives upon the notes falling due in 1860 and said Guardian bond as aforesaid until said debts shall be discharged or the property herein conveyed exhausted and should any said Purchaser or either of them be forced to pay said debts or any of them before the 1st day of April 1859 by virtue of the rendition of a judgment against them or either of them then and in that event said trustee is hereby empowered and authorized to sell in the manner above described so much of said property as shall be necessary to satisfy such judgment rendered as aforesaid and pay off and discharge such judgment out of the proceeds of said sale and I further empower and authorize the said trustee to sell at any time after the first day of October 1858 and before if a favorable opportunity shall be offered all my horse hold and kitchen furniture now at my residence in Selma Alabama in the same manner as heretofore described and in the event said sale is at public sale then said sale is to be made in Selma also in the town of Mountville in like manner said Buggy and harness mean under two horse wagon and harness water & drop cart and all of said stock before described & appropriate the proceeds of said sale to the payment of the debts due and unpaid at the time of said sale in witness whereof the said party of the first part has hereunto set his hand and seal day & date above written

G. D. Shortridge Seal
I hereby accept the trust
herein conveyed on this the 4 day of May
A.D. 1858

Rufus W. Cobb
The State of Alabama
County of Shelby J. Alexander Nelson an

Acting Justice of the Peace and for said County
 And State hereby Certify that Geo D Thurstead
 whose name is signed to the foregoing Currenace
 and who is known to me acknowledged before
 me on this day that being repayed of the cost
 out of the Currenace he executed the same
 voluntarily on the day the same was due
 And I Certify that the ratification was made
 before signing given under my hand this
 the 4 day of May A D 1858 H. Nelson
 Justice of the Peace
 Filed for and Recorded this the 5 day of May
 A D 1858 J. M. McClunahan Judge of Probate.