

payment of the above sum of Money, either in whole or in part and then
 upon this further trust that the said George W. Spruy, his heirs Executors
 and administrators shall and will so soon after the happening of such
 default of payment as he may, think proper or the said Jordan Spruy
 his heirs Executors or assigns may request sell the above
 named property, or so much thereof, as will be sufficient to satisfy the
 above named sum of Money, with the legal interest thereon together with
 all the Costs attending this Conveyance to the highest bidder for ready
 Money, after advertising the time and place of sale as has been customary
 giving twenty days Notice thereof, at the Court house of the County on
 some Court day, previous to the day of sale and out of the Money arising
 from such sale after satisfying the Charges thereof, and all other expenses
 attending the premises pay to the said Jordan Spruy, or his legal representa-
 tive the said sum of fifty seven dollars and twenty cents with the
 legal interest thereon and the balance if any, pay over to the said Ole
 Spruy, or his legal representative: But the whole of this above said
 shall be paid off with all the Charges attending this instrument to
 the said Jordan Spruy, his heirs &c. so that no default of payment be
 made thereon this indenture to be void or else to remain in full force
 and virtue in Witness whereof the said parties to these presents have
 hereunto set their hands and affixed their seals the day and year first
 above written

signed sealed & delivered

in the presence of

Southampton County in the Clerk's office the 30th day of January 1845

That Deed of Trust between Ole Spruy of the first part George W. Spruy of the
 second part and Jordan Spruy of the third part was acknowledged by all of the
 parties thereto and admitted to record

Ole Spruy

George W. Spruy

Jordan Spruy

Teste

L R Edwards Clk

Know all Men by these presents that our Charles Smith & Polly Smith
 of Louisiana County, State of Alabama have nominated & appointed & by these
 presents do make nominate and appoint our son Richard W. Smith of the afore-
 said Louisiana County State of Alabama Benjamin Pittsborough of Tusculum County, State of Ala-
 bama our lawful attorneys for us & in our names & for our use & benefit to ask
 demand sue for recover & receive of & from Henry Pittsborough Treasurer of Southampton
 County, State of Ala. of certain slaves to wit Stephen Pigg, Peggy, & Jane that
 he has in trust for us & the benefit of our children all such sums or sums
 of Money or more that may be due or become due from the said Pittsbor-
 ough for hire of any other way coming to us and to have us & take all lawful
 means & ways in our names or otherwise for the recovery thereof by attachment
 arrest distress or otherwise and to compound arbitrate & agree for the same
 and you receipt or other sufficient discharge for the same for us, in our names
 & for the premises as fully & in every respect as we ourselves could or might
 do were we personally present & that the said R W Smith & B Pittsborough