

does hereby become a party to this covenant and agreement and together with his wife Mary C does assume all the responsibility that incurs in this division. And whereas the only difficulty in this arrangement is that Jellula being a minor is not able to contract for herself It is however covenanted and agreed that Tho P Brockman being not only Admr of said Estate but Paternal Grandfather to the said Jellula f that he will and does at the request of her mother and her husband L F McAuley take charge of the one half of said Estate viz the Lands being sold to Messrs Teague & Whitener for five thousand Dollars the one half the said Brockman takes these notes for and it is further agreed to have all the same Valued and drawn for in some equitable mode and for that purpose we have chosen and selected the following Gentlemen Col Washington Williams pro W Whitesides and O D Whitesides in whose judgment we very much confide and the said T P Brockman does hereby obligate to account to the said Jellula when she shall become of age for all the money or property that may come into his hands after deducting the expenses of Housing Clothing & Schooling and he the said Thomas P Brockman has bound himself his heirs Executors Administrators &c to fully execute and discharge the trust assumed by him. It is moreover a part of this agreement that in so much as this division having been made solely at the request of the said Jellula f that the said Brockman is not to be held responsible for any informality in the premises and should the said Jellula f or the Gentlemen who may hereafter disapprove this arrangement and attempt to recover damages in consequence of any informality by bringing suit the said Mary C and her husband L F McAuley shall alone be liable nothing however shall be so construed as to release the said Tho P Brockman for money or property in his hands belonging to the said Jellula f. It is further understood and agreed that should the said Jellula f die before she arrives at the age of majority then and that case the said Thomas P Brockman shall account to the said Mary C and L F McAuley as the case may be if the said parties are living or to their proper representatives in Law for all the property aforesaid except the amount that is provided to be returned to Thomas P Brockman under the will of the said James M Brockman. It is further agreed that all the Stock and crop of 1855 be equally divided after deducting expenses. To this agreement and covenant we bind our selves our heirs Executors Administrators &c. Given under our hands and seals February 26th 1836

Signed and sealed before us acknowledge  
 Andrew J Hatton & O D Whitesides  
 Tho P Brockman  
 L F McAuley  
 M E McAuley

State of Alabama }  
 Benton County }  
 We Washington Williams pro W Whitesides and O D Whitesides having been called on by Thomas P Brockman of the one part and L F McAuley and his wife Mary C McAuley of the other part to appraise the Slaves of the Estate of James M Brockman and to divide them between the said parties according to the foregoing Covenant which duty we have performed and have drawn them by lot and the following Slaves have been drawn for L F McAuley and wife viz Stephen and Nancy \$300 Caleb \$100.00 Bill \$100. Frank \$100. Phil \$150. Willard \$900. Francis \$800.