

State of Louisiana,
CITY OF NEW-ORLEANS.

203

Sale
San Ollie
So
St. Doopat
Gnd May

WHO DECLARED, That for the Consideration herein after set forth, and by virtue of the adjudication made by Mr. Bennett & Co. duly commissioned auctioneers in this City, on the first day of this current month, as will more fully appear by reference to the annexed auction account of sale, he does

By these Presents, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER, with a full guarantee against all troubles, debts, mortgages, claims, evictions, donations, alienations, or other incumbrances whatsoever, unto M^r Miles - Do put also of this City, residing in Graiver street number twenty four here present and accepting, his heirs and assigns and assigns: Redding possession thereof a negroess slave named Sarah aged about thirty four years, and sold as a washer, Cook's house servant, since a long time in the County, fully guaranteed against the Vices and immoralities prescribed by Law: Which slave was acquired by the present Seller from Ex-slave Miltand, f.w.c. by act passed before William Y. Lewis notary public on the eighth of August Eighteen hundred and thirty seven.

Mortgage Pleared in conformity with
the Article 33rd Civil Code of this State.
N. O. March 25th 1839
(Notary)

TO HAVE AND TO HOLD the said Slave
unto the said purchaser his heirs and assigns, to the
proper use and behoof forever. And the said seller
himself and his heirs, the said Slave
to the said purchaser his heirs and assigns shall
will warrant and forever defend against the lawful claims of all persons whomsoever, by the
presents. And the said vendor does moreover subrogate the said purchaser to all the rights
and actions of warranty, which he has or may have against his
vendor or against the vendors of his vendor, fully authorising said purchaser
exercise the said rights and actions, in the same manner as he himself
might or could have done.

This Sale is made for the sum of two
hundred Dollars of which two hundred Dollars have
been paid in ready money, and the remaining sum of
four hundred Dollars in the promissory note of said
purchaser made to the order of and endorsed by U. B.
Severin dated the first day of this current month
and payable in ten months, which note after having
been duly counter-signed Notarially by me, Notary, to the
effect it herewith has with said ready money, been
presented to said seller who acknowledges the receipt
thereof.

And to secure the payment of said note
said Slave is hereby specially mortgaged, the present
seller binding himself and his heirs not to alienate or
transfer the same to the prejudice of this act.

And according to the annexed Copy of
the Conservator of mortgages in this City, it appears
that said Slave is free from all encumbrances in
name of said seller.

AND THEREUPON, PERSONALLY CAME AND APPEARED, and intervened to this act, Mistress
Josephine Sugay wife of said Seller

who being herein duly authorised and assisted by her said husband,
took cognizance of the foregoing act of conveyance, which I, Notary, carefully read and explained
to her, and having so done, she DECLARED, that it was her intention,
not only to ratify said sale, but to make renunciation of all rights she has, by mort-
gage or otherwise, on the Slave therein conveyed; upon which I, Notary,
declared to her, separately and apart from her said husband, as it is my
duty, that by the laws of this State, she
possessed a general mortgage on all the property of her said husband, and upon that of
the community in case she should renounce thereto: First, for the restitution of her
dower, and the re-investment of dotal property brought by her in marriage; Second, for
the restitution of dotal property by her acquired during marriage, by inheritance or other-
wise; Third, for indemnity against all debts contracted, or which she might hereafter
contract, with her said husband; Fourth, for such of her paraphernal property and
funds as may have been alienated by her said husband, or of which he has had, or
may have the administration or enjoyment, or of which he may otherwise have benefited;
Fifth, for nuptial presents, made to her by her said husband, or others; that in
making her intended renunciation, she would deprive herself irrevocably and
forever, of all rights of reclamation against said sale, whether under mortgage, privilege, or
otherwise. Whereupon, the said wife declared that she still persisted in the
intention she had announced, to ratify said sale, and to dispossess herself of all rights
and liens which she has upon said Slave whether by marriage contract,
dower, donation, or otherwise; and the said husband being now again present before me, and
authorising his said wife she again declared, that she does hereby
FORMALLY RENOUNCE, henceforth and forever, all and singular her said rights,
and transfer the same to the said purchaser his heirs and assigns, to be had and held
by him and them, and by them enjoyed, in law and thereout; and she hereby bind
herself and her heirs to the said purchaser his heirs and assigns, that she shall
and will, at all times, acknowledge the validity of the present sale, and of the renunciation she
now make, of all rights which she has or may have in and to the Slave
so sold; and that neither she nor her heirs shall ever seek to oppose or
impair the force of this act, hereby renouncing the benefit of all laws, privileges and customs, of
which she might avail herself, or which are in her favor in the premises.

DONE AND PASSED at NEW-ORLEANS, the second day of May
eighteen hundred and thirty eight in presence of Francis N. Hilde
and Willeneuve Blanchard WITNESSES, residing in this City,
who have signed their names, with the parties, and me, NOTARY.

F. N. Hilde Josephine Ollivier J. Ollivier
Willeneuve Blanchard J. Ollivier John Parnell