State of Alabama, Know all men by these presents that I
Shelby County } Samuel Elison of the County and state
afore said ~~for~~ and in Consideration of the sum of one
hundred and fifteen Dollars to me in hand paid by
Smith & Roberts, the Receipts of which is hereby acknowledged
have bargained sold and conveyed and by these presents do
bargain sell and convey unto the said Smith & Roberts of
Mobile Ala their heirs and legal Representatives the following
described Real and personal Estate, forever to, two hundred acres of land
in Township twenty, three known as my old place and eighty acres
in Township twenty four on which I now reside also two
mares & all my stock of cattle and hogs and yoke of Oxen together
with my growing crop of corn and cotton to be grown in 1867
to have and to hold the same to them the said Smith & Roberts
their heirs and assigns forever, the above obligation is condi-
tioned as follows Viz; The said Samuel Elison has obtained
from the said Smith & Roberts the sum of one hundred &
fifteen Dollars due by a draft payable to the order of Bruno
& co Due the first day of Dec next, drawn on Smith & Roberts
and payable at the office of the Home In co Selma Ala.
Said advancements were made to the undersigned to enable
him to buy provisions without which it were impossible for him
to carry on his said farm and this conveyance was made
for the express purpose of securing the payment of said
Draft, Now if the undersigned shall pay the said Draft
by the first day of Dec next, by the delivery of cotton
or money sufficient to pay the same by the day it matures
all shall also pay the estimated Commissions on Cotton
@ 2½ % on crop sales on the same to make the sum
of twenty five Dollars by the first day of Dec next,
then this deed to be null and void But if I shall fail
to pay said Draft of one hundred and fifteen Dollars
and also fail to pay said commission by the day
it matures then the said Smith & Roberts their agent
or attorney shall lawfully be fully empowered to
take into their possession any or all of the said
property of cotton corn mules and Horses &c,
or land and sell the same either publicly or privately
for cash at their option and pay off all the
above named liabilities of the said draft and
commissions afore said with interest thereon &
also pay the said commissions as afore said,

with interest and all cost that may arise accrue in the closeing of this Conveyance and the ballance if any thing shall pay over to the said Samuel Elison. ~~to controll Gross Stock & hands as well as everything pertaining thereto to protect and controll the Crop~~ or his Representative. It is also further agreed that the said Smith & Robertson their agents or attorney shall at all times have power & jurisdiction in the event of sickness death or other disability on the part of the said Elison To controll the Gross Stock and hands as well as every thing pertaining thereto to protect & controll the Crop selling the same and paying off said Debts & barrainsian with interest & cost to arise said & the said Elison, doe hereby waive all the provisions of exemption, or stay law, of the State or Government, of The U.S.A Testimony whereof I have hereunto set my hand and seal this the 3d day of May 1867 Samuel Elison Seal

Witness
R M Paul,
Thos G Laidfard

The State of Alabama } I Merritt Burns Notary Public
Shelby County } of the county & State of Alabama
at Selma hereby certify that Samuel Elison whose name is signed to the fore going Conveyance who is known to me acknowledged before me this day that being informed of the contents of the Conveyance he Executed the same voluntarily on the day the same bears date given under my hand and seal of office the 3d day of May 1867. Merritt Burns N.P.

Filed for Record 28 June 1867
& Recorded same day I certify that
it has fifty five cents worth of Federal
Revenue Stamps and one Dollars worth of State of Ala-
tax on seal Stamps on it.

N B Hardis
Judge of Probate,