

The State of Alabama: Whereas Joshua
 Shelly County & Seal of the County
 and State above said is justly indebted to J. M.
 Kidd and W. W. Kidd assigns of J. N. Cookhill
 dec'd for the payment of a certain promissory
 note for twenty three dollars principle given
 by him to said assigns bearing date December
 the 14th 1865 and due twelve months thence
 to and bearing interest from and after
 date and upon which said note suit
 has been instituted and upon which
 amount of indebtedness the sum

of Twelve Dollars was paid the 19 day of Feb'y 1868 and the balance of said note and interest and cost of suit the said Joshua Seal is anxious and desirous to secure the said Adams now know all men by these presents as well for and in consideration of the premises as also the sum of One Dollar to me in hand paid by the said J M & W W Kidd Adams afore said the Receipt whereof is hereby acknowledged the said Joshua Seal of the first part have bargained and sold and by these presents do bargain and sell unto the said J M & W W Kidd Adams of the second part, one bale of cotton to weigh five hundred pounds or cotton enough in the seed to make such a bale to be raised or grown during the present year of 1868 to have and to hold the same for ever. But upon trust and upon the following conditions that if the balance due for said note with cost of suit shall be paid and satisfied by the first day of January 1869 then this obligation to be null and void and of no effect, But should the said Joshua Seal make default of such payment either in part or in the whole then the said J M & W W Kidd Adams ^{hereby} authorized and empowered by this instrument to take said cotton into their possession and after fixing the time and place of sale and giving ten days notice thereof by posting up written notice at three public places in said county sell to the highest bidder at public Auction said cotton and with the proceeds of said sale pay and satisfy said indebtedness and after paying all the cost of this instrument that may accrue pay over the balance if any to said Joshua Seal or his Representative.

Testimony whereof Witness my hand and Seal this 19 day of Feb'y 1868
 Test J H R Gardiner Joshua Seal Seal

The State of Ala I J Martin an acting Shilly City Justice of the peace in and for said county hereby certify that Joshua Seal acknowledged upon oath being informed of the contents of

the Conveyance be executed the same value
 easily on the day the same bears date
 July 18/868

J. J. Martin
 J. P. for & l.

Filed for Record the 28 day of April 1868
 & Recorded the 29th day of August 1868
 I Certify that it has 8 cents worth
 Revenue Stamps on it.

N. B. Meardis
 Judge Probate.