P.

This Indenture Made and entered into this 5th day of April 1899 between Jno J & D A Leaine of the County of Shelby and State of Alabama of the first part and O F Harrell and Co of the County of Dallas and State of Alabama

of the second part witnesseth that whereas the said parties of the first part are engaged in the cultivation of cotton corn &c in the County and State aforesaid upon their place near Hurricane Hill Ala and known as the Woods Place and whereas the said parties of the second part have advanced to the said parties of the first the sum of Seven Hundred dollars to aid them and enable them to carry on said farming operations this year which said loan and indebtedness created thereby to the said parties of the second part by the parties of the first part is evidenced by bill of exchange payable to their order for $700 cs. on the 15th October next at Selma Ala and whereas the said advance was obtained from the said parties of the second part upon this contract and agreement by the parties of the first part that all the cotton which may be raised upon the plantation aforesaid shall be delivered to the said parties of the second part at Selma or such other points as may be designated by them by the 15 day of October 1869 to be sold by the said parties of the second part for the customary commissions of 2½ per cent. And the parties of the first part agree in the event the cotton that may be delivered as aforesaid does not amount to thirty five bales of five hundred pounds average weight to pay the said parties of the second part commissions upon the deficit at the rate of one hundred & forty dollars per bale and the said parties of the first part being willing and desiring to secure the said parties of the second part in the certain and punctual payment of the indebtedness aforesaid and to secure the said parties of the second part against loss or damage by reason of their non performance of the said agreement and contract herein before set forth do hereby in consideration of the premises grant bargain and sell to the said parties of the second part their heirs or assigns their entire crop of cotton corn and produce to be raised by them during year 1869. also the following land in Perry County Ala viz. E½ of Sec 36. T14 R6. W½ of Sec 31. T16. R7. S E¼ of Sec 31 T16. R7. S E¼ of the N E¼ of Sec 31. T16 R7 N E¼ of the N W¼ of Sec 6 T17. Containing eight hundred & eighty acres more or less lying in Dallas & Perry Counties & known as a part of the Hinderson Holmes tract Upon the Condition nevertheless that if the said parties of the first part shall pay off and

Satisfied in full by

discharge the indebtedness aforesaid at the time the same shall become due and shall proceed in all respects said Contract and agreement herein above set forth within the time specified for the performance thereof then this Conveyance shall be null and void but in the event the parties of the first part shall fail to pay off and discharge said indebtedness at the times it becomes due or shall fail to perform in all respects said Contract and agreement within the time specified for the performance thereof Then the said parties of the second part are hereby authorized and empowered to take into their possession they or either of them or their agents or attorneys the said Cotton Corn produced and of any portion of the Cotton or produce so not then gathered the said parties of the second part may have it gathered at the Costs of the Parties of the first part or when gathered after that time to take possession of it and may sell the said Cotton at private or public sale in Selma at Prospectville or on the premises and the said Corn produce land and other property after advertising the sale thereof Sunday may proceed to sell in Selma on the premises or at Prospectville at public outcry to the highest bidder for cash and out of the proceeds of such sale to pay first the expenses of said sale and then deduct and pay off and discharge the indebtedness aforesaid and that any amount of loss or damages may result to the parties of the second part by reason of the non performance of the Contract and agreement of the party of the first part herein above set forth and the remainder if any to pay to the said parties of the first part and the parties of the first part hereby in the sum of seven hundred & fifty dollars liquidated damages to be paid to the parties of the second part their heirs assigns or assignees That in the event of their failure to pay off and discharge the aforesaid indebtedness at the time it falls due or to fully perform in all respects said Contract and agreement herein above set forth they will indemnify hereby

to their attorney possession of said Cotton Corn produce land & other property but will on demand deliver the same nor will they attempt in any way whatever to delay the sale of the same or so much as may be necessary for the proceeds aforesaid unless by paying said indebtedness and whatever amount of loss or damage may have resulted to the said parties of the second part by reason of their non performance of said Contract and agreement herein set forth and the expense of this deed in full. The parties of the first part further declare that the Cotton Corn and produce and the lands Mules and other property herein described is bonafide their own and entirely free from encumbrance by Mortgage Judgment or lien of any kind whatever. In witness whereof the said parties of the first part have hereunto set their hands and affixed their seals this 5th day of April A D 1869.

Witness
T J Mustian

J T Cain (L.S.)
S A Cain (L.S.)

State of Alabama
Shelby County } I T J Mustian a justice of the peace in & for said State and County certify that J T & S A Cain whose names are signed to the foregoing Conveyance and who are known to me acknowledged before me this day that being informed of the contents of the Conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand this 5th day of April A D 1869.

T J Mustian J P.

Filed the 13th day of April 1869 and recorded the same day after I certify that said deed has affixed & 1/100 worth of Federal Stamps.

N B Moore
Judge of Probate