

P

James Daily
To
James Adams

The State of Alabama & This Underwritten made and
Shelby County Entered into this 2^d day of
June 1870. between James Daily debtor of the first
part and James Adams creditor of the 2^d
part & it is covenanted that whereas the said party of the first
part is justly indebted to the party of the 2^d part
in the sum of One Hundred Dollars new by a
promissory Note and payable on or before
the 1st day of November 1870 and the said party of the 1st
part being desirous to secure the payment of
said indebtedness for and in consideration
thereof, and for the further consideration of the
sum of One dollar, to the said party of the 1st part
in hand paid by the said party of the 2^d part
receipt whereof is hereby acknowledged the said
party of the 1st part has sold and hereby sells &
conveys to the said party of the 2^d part the following
described property, to wit: All the Cotton and
Corn to be raised by said party of the first
part on his farm in Shelby County the same
designated to be secured by these presents being
grown for supplies advanced by the party of the
second part to enable the party of the 1st part to make
a crop to harvest and to hold in trust, it follows,
It is hereby agreed that the said party of the
1st part is to have and retain possession
of the said property until the 1st day of November
1870. and if the said party of the 1st part shall
fully pay to the said party of the 2^d part said
debt with interest thereon and reasonable expenses
hereof, by said 1st day of November 1870 then this
indenture is to be null and void. But upon default
of such payment the said party of the second
part is hereby authorized to take into possession
and sell said property to the highest bidder for
Cash. After giving Ten days notice of the time
and place of said sale by publication in a
newspaper if one published in the County, or
by posting at three public places, and out
of the proceeds of said sale return the sum of
One Hundred Dollars and interest thereon
and the reasonable costs hereof, and the balance
if any pay to the said party of the first part,
Signed Seal & Delivered this
1st day of June 1870
James Daily
James Adams

(Witnessed & attested by)

This State of Alabama J. P. H. Lewis Notary
 Shelby County. I hereby certify that James Daily
 said County hereby, certify that James Daily
 whose name is signed to the foregoing con-
 veyance and who is known to me, acknowledges
 before me on this day that being informed of
 the contents of the conveyance he executed the
 same voluntarily, on the day the same bears date.
 Witness my hand this 1st day of June 1870.

J. P. H. Lewis Notary Public
 & Officer J. P.

This is to be read July 1st 1870 & recorded say at
 19th 1870

James T. Leeper

Judge of Probate