Adams James
To
Thos K. Ferguson

The State of Alabama } Know all men by these presents that I James Adams
Shelby County } of said County & State am justly indebted to Thos K. Ferguson of Selma Ala. in the sum of Seven hundred dollars and fifty Cents by promissory note dated 11 April 1871 and due the first day of November 1871. the payment whereof was intended to be secured by deed of trust or mortgage executed by me to said Ferguson bearing date the 11 April 1871 Conveying to said Ferguson certain property therein described with power of sale thereof on default of payment at maturity of said note which said deed of trust or mortgage is of record in the Office of the Probate Court of said County in Record Book "D" on pages 405 & 406 & 407 and which said deed of trust or mortgage I recognise as subsisting & binding no part of said debt being as yet paid in Consequence of my inability from shortness of the Crop of 1871 & other Causes to meet & pay the same and in order to procure an extension of the time of sale of the property Conveyed by said deed of trust or mortgage and the more fully secure the prompt payment of said debt in Consideration thereof as well as of five dollars to me now in hand paid by said Ferguson I the said James Adams do now hereby bargain Sell and Convey to the said Thos K. Ferguson five bales of Cotton to average each five hundred pounds to be put up in good order & of as good quality as ordinarily made in said County of & out of my Crop of Cotton planted & to be grown raised & gathered the present year & of the first that is gathered when matured & gathered and to be delivered to said Ferguson or to his attorney or agent at the Depot of the Selma Rome and Dalton Rail Road at Montevallo in said County and by or between the first and fifteenth days of November 1872 to which time the law day or foreclosure of said deed of trust by sale of the property therein Conveyed is extended which said five bales Cotton when delivered was and is to be sold by said Ferguson or his attorney or agent at discretion & proceeds applied abating all expenses of this Conveyance & of said sale towards the payment of said debt & to be by him Credited thereon & if the ballance or any part thereof unpaid the said

Ferguson or his attorney A A Sewell or agent may at once after said fifteenth day of November 1872 proceed according to the terms of said deed of trust or mortgage to close out the same by sale of the property therein & thereby conveyed and it is now also distinctly understood and agreed by and between said James Adams & the said Thos K. Ferguson & the said James Adams expressly hereby gives & conveys to the said Ferguson his entire Cotton Crop planted & to be grown raised & gathered the present year as security for the faithful carrying out & performance of this Contract & agreement the delivery to him the said Ferguson or to his said attorney or agent of the five bales of Cotton as aforesaid in Consideration of all which as aforesaid the said Ferguson extends as aforesaid time of payment of said debt & Closure of said deed of trust or Mortgage but should said debt with its interest & cost be fully paid off & discharged by or before the said first or fifteenth day of November 1872 then this Conveyance as well as the said deed of trust or mortgage to become and be at once of no force & satisfaction thereof to be entered of Record — In witness of all of which I the said James Adams hereto set my hand & seal this the second day of May 1872. James Adams (Seal)

The deed has United States Revenue Stamps $2

The State of Alabama }
Shelby County } I John M. Strong a Notary Public & Ex officio Justice of the Peace in & for said County hereby certify that James Adams whose name is signed to the foregoing Conveyance and who is known to me acknowledged before me on this day that being informed of the Contents of the said Conveyance he executed the same voluntarily on the day the same bears date — Given under my hand this the 2d day of May 1872. Jno. M. Strong N.P. & J.P. Ex of

Filed in Office for Record May 4/72 & Recorded June 4/72 J. T. Leeper Judge of Probate