Gill Jas R + Wife To Jos R. Smith,

This Indenture made and entered into this March 1st 1873 between Jos K. Gill and S.E. Gill his wife of Shelby County of the first part, and Jos R. Smith of Jefferson County of the second part, all of the State of Alabama, Witnesseth that whereas the said Jos K Gill of the first part is justly indebted to Jos R. Smith of the first part in the sum of fourteen 96/100 dollars by note, dated 10th day of

February 1873, and one day after date, and wishing to buy goods and necessaries to the amount of one hundred & fifty dollars during the present year from the said Jos R. Smiths Store and being desirous of securing the payment of the above described sums and what further sums that may accrue for goods and necessaries during the present year, has this day bargained, sold & conveyed to the said Jos R. Smith, his heirs & assigns the following described property to wit, One sorrel mare nine years old, one sorrel mare three years old, in the spring, Two Yokes steers - 1 three years old called Dun and Red, 1 four years old called Dick and Bill, and all the crop of Corn and Cotton to be planted on the Hawkins place, and all the crop raised by my son John, on the Tollet place, and all the crop raised on my own place, also one square acre of land in the N E Corner of S W 1/4 Section 11 Township 19 Range 3 West, on which said Jos R. Gill has built, and is now residing.

The said Jos R. Gill binds himself to plant and to cultivate said Crop of Corn and Cotton in a good and farmerlike manner, to gather, put up, and deliver in Elyton Cotton in good order to hold and to hold on the following condition and trust,

Now if the said Jos R. Gill shall by the 25th day of December next pay off the above described sums, together with what further sum that may accrue for goods and necessaries during the present year, and Expenses of this deed, then this to be null and void, and of no effect,

Otherwise the said Jos R. Smith may as soon thereafter as he may elect, and in case of his death, his administrator proceed to sell at the Court House Door in the town of Columbiana all or as much of said described property for Cash as will satisfy all the above described Claims by giving ten days notice by written advertisements posted at the Court House Door in the town of Columbiana, and two other public places in Shelby County, and appropriate to the payment of all the above described Claims, and the remainder if any ~~pay~~ to be paid over to the said Jos R. Gill. Given under our hands and seals this March 1st 1873.

Attest,
R. S. Montgomery
T. S. Smith

J. R. Gill (seal)
S E his + mark Gill (seal)

The State of Alabama } I. C. A. Walker a Notary
Jefferson County } Public and Ex Officio J. P.

hereby certify that R. S. Montgomery a subscribing witness to the foregoing conveyance known to me appeared before me this day, and being sworn stated that J. R. Gill and his wife S. E. Gill the grantors in the conveyance voluntarily executed the same in his presence, and in the presence of the other subscribing witness on the day the same bears date, that he attested the same in the presence of the grantors and of the other subscribing witness, and that such other witness subscribed his name as witness in his presence.

Given under my hand this 3 day of March 1873

C. A. Walker
Notary Public & Ex Off J.P.

Filed for Record and Recorded May 7th 1873.

J. T. Lupin
Judge of Probate.