Tankesley W. S.
To
Jos R. Smith

The State of Alabama } This Indenture entered
Jefferson County } into between W. S. Tankesley of Shelby County, of the 1st part, and Jos R. Smith of the second part of Jefferson County, Witnesseth, That the party of the first part, is indebted to the party of the second part, in the sum of sixty three 63/100 dollars, for supplies advanced to the said party of the first part. The said supplies advanced, are claimed to enable the party of the first part to make a crop, and without said advances the said party of the first part, cannot procure the necessary team and supplies, to make a crop the present year,
Now therefore in order to secure the payment of the said sum of money, the said party of the first part has this day bargained sold and conveyed unto the party of the second part, the following personal property to wit-

and grey mare eight years old, also all of the interest of the party of the first part in the crop of Cotton to be planted or that may be planted, grown or raised by the said party of the first part, his employees and tenants during the present year, on the land of Robt Bailey. And the said party of the first part binds himself to gather the said crop in due season, and haul the said Cotton to Elyton Jefferson County Ala, and to deliver the same to the custody of Jos R. Smith or administrator, and the said Cotton shall henceforth be subject to the control of the party of the 2d part,
To have and to hold in trust as follows,
If the said party of the 1st part shall on or before the 25th day of December next pay off the said sum of Sixty three & 63/100 dollars for the supplies advanced, and the costs of this deed this instrument is to be void. But if the said party of the first part should fail to payoff the said sums of money, at or by the time as above stated, or should attempt to ~~sell~~ or move the same from the limits of Shelby County, It shall be lawful for the said party of the 2d part to take said property into custody and after giving ten days notice, by written notices posted in ten public places, of the time, place and terms of said sale to sell the same for cash, and from the proceeds of said sale, ~~retain~~ pay off the sum of Sixty-three 63/100 dollars, together with the costs of this deed,
The balance if any shall be paid to the party of the 1st part,
This the 11th day of March 1873,

Attest
R. S. Montgomery
T. S. Smith

H. S. Tankersley (Seal)

The State of Alabama } I John C. Morrow
Jeff. Shelby County } Judge of Probate Court in and for said County
hereby certify that R. S. Montgomery a subscribing witness to the foregoing Conveyance Known to me and appeared before me on this day & being sworn, stated that H. S. Tankersley the grantor in the Conveyance, voluntarily executed the same in his presence, and the presence of the other subscribing witness, on the day the same bears date, That he attested the same in presence of the grantor, and of the other witness, & that such other witness, subscribed his name as witness in his presence.
Given under my hand this 14th day

of March 1873.

Jno C. Morrow
Judge of Probate.

Filed and Recorded May 7th 1873.

J. T. Lupin
Judge of Probate.