Payne A. L. To J. B. Earle & Co.

The State of Alabama } This indenture entered
Jefferson County } into between Alvah L. Payne of the first part, and W. J. Bailey trustee of the second

part, and J. B. Earle & Co of the third part wit-
ness, That the party of the first part is indebted
to the party of the third part in the sum of
Forty Six & 05/100 Dollars, for supplies advanced
and the party of the third part agrees to advance
to the party of the first part other supplies,
during the year not to exceed in amount
Eighteen & 95/100 Dollars, The said supplies
advanced, and those agreed to be advanced
are obtained to enable the party of the first
part to make a Crop, and without said ad-
vances the said party of the first part would
not be able to procure the necessary teams and
supplies to make a Crop, in the present year,
Now therefore in order to secure the payment
of the said Sums of money, the said party
of the first part has bargained, sold and
conveyed unto the party of the second part
the following described property to wit:
One bay horse about four years old,
now in possession of said Aleah L. Payne
Also all the Crop of Cotton & Corn, growing
and being raised by the said party of the
first part, during the present year, on his
land in Shelby County Alabama
To have and to hold in trust as the following
Conditions of trust:
If the said party of the first part shall on
or before the 25th day of December next pay off
the said debt of Forty Six & 05/100 dollars advanced
and the said sum of Eighteen & 95/100 dollars
agreed to be advanced, and the Cost of this deed
this instrument is to be void,
But if the said party of the first part should
fail to pay off the said sums of money at the
time and in the manner aforesaid, or
should sell or attempt to sell the said prop-
erty, or any part thereof, or move the same
from the limits of this County & Shelby County
the party of the second part is hereby author-
ised to take into custody and sell the
same to the highest bidder for cash, after
giving ten days notice of the by posted no-
tices at Heighland in Shelby County, and one
other public place in the County, and apply
the proceeds of said sale to the payment
of said sums of ~~money~~ Forty Six & 05/100 dol-
lars, and as much of said sum of Eight-
teen & 95/100 Dollars as may be justly ow-
ing. The balance if any should be paid
to the party of the first part.
Witness our hands and

Seals this the 26th day of April 1873

Witnesses

W. L. Brown

J. M. Smith

A. L. Payne (Seal)

W. J. Bailey (Seal)

Filed for Record in My Office June 2nd 1873 and Recorded June 5th 1873.

J. T. Leper

Judge of Probate