Bailey J. S.
To
J. B. Earle

The State of Alabama } This Indenture made and
Shelby County } entered into between J. S. Bailey and E. S. Patton of the first part, T. N. Bailey trustee of the second part Witnesseth: That the said party of the first part is justly indebted to the party of the third part in the sum of Eighty five dollars for supplies advanced to the party of the first part during the year,
The said supplies advanced and those agreed to be advanced are obtained to enable the party of the first part to make a crop the present year, and without said advances the party of the first part would be unable to procure the necessary team and supplies to make a crop the present year,
Now therefore in order to secure the payment of the said sums of money, the party of the first part ~~would not be able to procure~~ have bargained, sold and conveyed unto the party of the second part the following described property, to wit one mare and colt, the mare being about ten years old, of sorrel color, also three cows & two calves all now in possession of said T. N. Bailey

Also all the crop of Cotton & Corn to be planted, grown and raised by the said party of the first part during the present year, on the lands rented from Dr Hawkins & the farm of J. Bailey in Shelby County;

To have and to hold in trust as follows; If the said party of the first part shall on or before the 25th day of December 1873 pay off the said debt of Eighty dollars advanced and agreed to be advanced, and the Cost of this deed, this instrument is null and 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 property or any part thereof, or move the same from the limits of Jefferson or Shelby Counties, the party of the second part is authorized to take into custody, the said property, and after giving ten days notice of the by written notices posted at the Court House door in Elyton, and one other public place in the County, to sell the same for cash, and apply the proceeds of said Sale to the payment of the said sum of Eighty five dollars or as much of Eighty five dollars as may be justly owing.

The balance if any, shall be paid to the party of the first part.

Witness our hand and seals this the 24th day of Feby 1873.

J. S. his + mark Bailey (Seal)
E. L. Patton (Seal)

Witnesses
Thomas Bailey
J. M. Smith

Filed for Record in my Office June 2d 1873 and Recorded June 6th 1873.

J. T. Leeper
Judge of Probate