Nabors Jas J.
To
Abraham Naish

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The State of Alabama }
Shelby County. } Know all men by
that ~~presents~~ for
value received of Abraham Naish a resi
dent of said County, I James J. Nabors
have bargained and sold and hereby
bargain sell and convey to said Abra
ham Naish 500 lbs of Lint Cotton of the
quality called full middling of the
present growing Crop to be made by me
on my plantation in said County the
same to be the first which may be
gathered of my said Crop, and which is
hereby declared to be the absolute prop
erty of said Abraham Naish, who is here
by authorized to take possession of said
Cotton at any time he may see proper
either before or after it is packed into
bales for the considerations aforesaid.
I warrant said Cotton to be of the
aforesaid quality, and to be nicely picked

and packed, and I hereby agree and bind myself to gather and pack in merchantable order, in good bagging and ties the said Cotton in bales of the usual size at J. W. Nolens Gin and at my own expenses within a reasonable time after it is matured, and to deliver it in good order to said Abraham Nash his agents or assigns at J. W. Nolens Gin house, at my own expense by the first day of November 1874, and if said Cotton is not delivered said last date I hereby authorize said Abraham Nash to insure the same at my expense until the delivery of said Cotton by me, according to this agreement.

The true intent and meaning hereof being that if from failure to produce said Cotton or from any other cause I fail to deliver said Cotton to said Abraham Nash on or before the said first day of November next, then I shall be indebted to him on that day for the full market value of 500 lbs of lint Cotton of middling quality in the Columbus market on that day, I do hereby further agree for the consideration aforesaid, that I will furnish to the said Abraham Nash at J. W. Nolens Gin as soon as practicable all the balance of the Crop I may make during the present year, on my plantation in said County to be sold by him for and on my account he charging me the usual rate for selling and the better to secure the said Abraham Nash against all loss and damages by reason of any failure on my part to comply with this agreement, and for the consideration aforesaid I have bargained and sold & do hereby bargain sell and convey to said Abraham Nash the following described property to wit; 500 lbs lint Cotton, and in the event I fail or refuse to deliver said 500 lbs lint Cotton in a bale as aforesaid and of middling quality and in good order to said Abraham Nash his agents or assigns at J. W. Nolens Gin in said County on or before the first day of November next then and in that event the said Abraham Nash his agents or assigns is hereby authorized to sell said property hereby conveyed at public outcry for cash at J. W. Nolens in said County first having given ten days notice of the time & place of said sale by posting up notices at three public

place in lect No 7, and apply the proceeds of said Sale to the expenses thereof and such sum as I may be indebted to them as aforesaid for failing to deliver the said 500 lbs lint Cotton as herein required on said first day of November next the value of the said 500 # lint Cotton in a bale and in good order and quality as herein requested in the Columbia and market on that day and to pay the surplus if any to me, and for the purposes of such sale under the power herein granted the said Abraham Naish his agents or assigns is hereby declared to be in possession of the property hereby conveyed and I hereby waive any delay or advantage given by law now in force or hereafter to be passed, postponing or delaying the rights of mortgagee to foreclose, and I hereby bind myself my heirs and representatives to warrant and defend the title to be made by said Abraham Naish or his agents or assigns in the event of a sale under the power herein granted, waiving hereby all informality in advertising the sale of said property; But if I shall faithfully comply with all the stipulations herein contained then this obligation and conveyance to be void otherwise to remain in full force and effect.

Witness my hand and seal this the 2d day of February A.D. 1874.

James J. Nolen (Seal)

Filed & Recorded Feby 4th 1874
J. T. Lupsen
Judge of Probate.