Mortg. R.C.
To
Jos. R. Smith
P

The State of Alabama }
Jefferson County } This Indenture Entered into between R.C. Cross of Shelby County of the first part and Joseph 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 Forty-six 75/100 Dollars, for supplies advanced, and the said party of the second part agrees to advance other supplies during the year to the said party of the first part, not to exceed in amount Seventy five 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 such advances the said party of the first part cannot procure the necessary team 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 party of the first part has this day bargained and sold and conveyed unto the party of the second part the following real and personal property to wit: One black mare, seven years old called Sallie, also all of the in

terest of the party of the first part in the Crop of Cotton and Corn planted or that may be planted, grown or raised by the said party of the first part, his Employees and Tenants during the Year. And the said party of the first part binds to gather the said Crop in due season, and to haul the said Cotton and Corn to Elyton Ala. and to deliver the same into the Custody of Joseph R. Smith, and the said Cotton and Corn shall thenceforth be subject to the Control of the party of the second part. To have and to hold forever, on Conditions of trust as follows: If the said party of the first part shall on or before the 25th of December pay off the said Sums of Forty Six 75/100 Dollars for the supplies advanced and as much of the said Sum of Seventy five Dollars as may have been advanced, and the Cost of this deed, this instrument is to be void. But if the said party of the first part shoud fail to pay off the said Sums of money at or by the time as above stated, or shoud attempt to sell any of the said property, or move the same from the limits of Shelby County it shall be lawful for the said party of the second part to take said property into Custody, and after giving 10 days notice by written notices posted in two public places in Shelby County of the time, place and terms of said Sale, to sell the same for cash, and from the proceeds of said Sale to pay off the said Sum of Forty Six 75/100 Dollars and as much of the said Sum of Seventy five Dollars as may be justly owing, together with the Cost of this deed. The balance, if any, shall be paid to the party of the first part.

This the 20th day of May 1874.

Attest

J. M. Smith } R. C. Cross (Seal)
R. S. Montgomery }

The State of Alabama } I. C. A. Walker
Jefferson County } a Notary Public

and Ex Officio a Justice of the Peace in said County hereby certify that R. S. Montgomery a subscribing witness to the foregoing Conveyance, known to me appeared before me this day, and being duly sworn stated that R. C. Crop the Grantor 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 Grantor, and of the other subscribing witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand this 3rd day of June A.D. 1874.

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

Filed for Record June 6th 1874 & Recorded June 10th 1874.

J. T. Luper
Judge of Probate.