Armstrong Wm.
To
Jos. R. Smith

P

State of Alabama Jefferson County
This indenture entered into between Wm Armstrong of Shelby County of the first part and Jos. R. Smith of the second part Witnesseth That the party of the first part is indebted to the party of the second part in the sum of Twenty five & 95/100 dollars for supplies advanced and the said party of the second part agree to advance other supplies during the year to the said party of the first part not to exceed in amount 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 said advances the said party of the first part could not 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 this day bargained Sold and Conveyed unto the party of the second part the following real and personal property to wit Also all of the interest 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 employees and tenants during the present year And the said party of the first part binds himself to gather the said crop in due season and to haul the said Cotton & Corn To Elyton Gin and deliver the same into the Custody

of Jos R Smith and the said Cotton and Corn shall thenceforth be subject to the control of the party of the second part Johnson and to hold forever on condition of trust as follows If the said party of the first part shall on or before the 25 Dec pay off the said sum of Twenty five & 95/100 dollars for the supplies advanced and as much of the said sum of 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 should fail to pay off the said sums of money at or by the time as above stated or should 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 ten 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 Twenty five & 95/100 dollars and as much of the said sum of 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 10th day of Feby 1875

Attest T. S. Smith — Wm his x mark Armstrong (Seal)

J. E. McMillion

The State of Alabama } I C A Walker a Notary Public
Shelby County } & ex Officio a Justice of the Peace for said County hereby certify that T. S. Smith a subscribing witness to the foregoing Conveyance known to me appeared before me this day and being sworn stated that Wm Armstrong of Shelby County Ala 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 witness in his presence

Given under my hand this 26th day of February AD 1875 — C. A. Walker Notary Public & ex off J P

Filed for Record March 8/75 & Recorded March 19th 1875 —

J. T. Leeper Judge of Probate