Russell Jos. P. & M. H. Pettus To Jos. R. Smith

State of Alabama Jefferson County

This indenture entered into between Jos. P. Russell and M. H. Pettus of Shelby County of the first part and Jos. R. Smith of the second part Witnesseth that the parties of the first part are indebted to the party of the second part in the sum of Fifty two & 19/100 dollars for supplies advanced and the said party of the second part agree to advance other supplies during the year to the said parties of the first part not to exceed in amount — dollars the said supplies advanced and those agreed to be advanced are obtained to enable the parties of the first part to make a Crop and without said advances the said parties of the first part Could not 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 said parties of the first part has this day bargained, Sold and Conveyed unto the party of the second part the following real & personal property to wit — Also all of the interest of the parties of the first part in the Crop of cotton and Corn planted or that may be planted grown or raised by the said parties of the first part employees and tenants during the present year And the said parties of the first part bind themselves to gather the said Crop in due season and to haul the said Cotton and Corn to Elyton Ala. 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 To have and to hold forever on Conditions of these as follows. If the said parties

of the first part shall on or before the 25th Dec. pay off the said sum of Fifty two & 19/100 dollars for the supplies advanced and as much of the said sum of — dollars as may have been advanced and the Cost of this deed this instrument is to be void but if the said parties 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 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 Fifty two & 19/100 dollars and as much of the said sum of _____ dollars as may be justly owing together with the Cost of this deed the ballance if any shall be paid to the parties of the first part — this the 15th day of April 1875.

Attest T. S. Smith — Jos. P. Russell (Seal)

J. E. McMillion — M. H. his x mark Pettus (Seal)

The State of Alabama } I C. A. Walker Notary Public & ex off a
Jefferson County } Justice of the Peace in said County hereby
Certify that Thos. S. Smith a subscribing witness to the foregoing
Conveyance known to me appeared before me this day and
being sworn stated that Jos. P. Russell of Shelby County Ala
the Grantor in the Conveyance Voluntarily executed the
same in his presence and in the presence of the other sub-
scribing witness on the day the same bears date that he
witnessed the same in the presence of the Grantor and of
the other Subscribing witness and that such other wit-
ness Subscribed his name as witness in his presence
Given under my hand this the 27th day of April A D 1875
C. A. Walker Notary Public & Ex off J P

Filed for Record April 28/75 & Recorded May 25/75 — J. T. Lupo Judge of Probate