Acton E. W. H.
To
Jos R. Smith

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State of Alabama Jefferson County
This indenture entered into between E. W. H. Acton 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 Forty two + 58/100 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 Twenty dollars that 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 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 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 One Clay bank Mare. One Iron Gray Mare One Chestnut Sorrel Mare. Also all 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 Crops 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 trust as follows If the said party of the first part shall on or before the 25th Dec. pay off the said sum of Forty two + 58/100 dollars for the supplies advanced and as much of the said sum of Twenty dollars as may have been advanced & 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 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 two + 58/100 Dollars and as much of the said sum of Twenty Dollars as may be justly owing together with the Cost of this deed The ballance if any shall be paid to the party of the first part. This the 23 day of April 1875.

Attest T. S. Smith. W. H. Acton (Seal)

J. E. McMillion

The State of Alabama } I Chas A Walker Notary Public & ex officio
Jefferson County } a Justice of the Peace for 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 W. H. Acton of Shelby County 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 that such other witness subscribed his name as witness in his presence. Given under my hand this the 27 day of April AD 1875.

C. A Walker Notary Public & ex off J.P.

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