Stacks E.
To
Jos R. Smith,

P

State of Alabama } This indenture entered into between E Stack
Jefferson County } 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 Nineteen & 42/100 dollars for supplies advanced
and the party of the second part agrees to advance to
the party of the first part other supplies during the

year not to exceed in amount _____ 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 would be unable to procure the necessary teams and supplies to make a Crop in the present year Now therefore in order to secure the payment of said sums of Money the said party of the first part has bargained Sold and Conveyed unto the party of the second part the following real and personal property to wit — 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 employs and teams 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 and Corn to Elyton Ala and deliver the same into the Custody of Jos R Smith and the said Cotton and Corn shall henceforth be subject to the Control of the party of the second part to have and to hold forever on the following Conditions of trust, If the said party of the first part shall on or before the 25th Dec next pay off the said sum of Nineteen & 42/100 dollars for 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 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 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 Nineteen & 42/100 dollars and as much of the said sum of _____ 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 — Witness our hand and seals this the 14th day of Feby 1876.

Witness T. S. Smith
J. E. McMillion

E his X mark Blacks (LS)

The State of Alabama } I. C. A Walker Notary Public & Ex officio
County of Jefferson } a Justice of the Peace for said County hereby Certify that Thos. Smith a Subscribing Witness to the forgoing Conveyance known to me appeared before me this day and being sworn stated that E. Blacks of Shelby County Alabama 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 14th day of Feby A.D. 1876.
C. A. Walker N.P. ex off. J.P.
Filed for Record Feby 17th 1876 & Recorded March 2d 1876 — J. T. Lupin Judge Probate