John Yager
To
Jos. R. Smith

State of Alabama }
Jefferson County } This Indenture, entered between John Yager 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 Thirteen 59/100 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 Thirty 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 would not be able to 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 bargained, sold and conveyed unto the party of the second part the following real and personal property to wit: One gray mare ten years old. Also, all the interest of the party of the first part in the crop of cotton and corn planted, or may be planted, grown or raised by the said party of the first part employes 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 Clyton Alabama, 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 2nd 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 day of December next pay off the said sum of Thirteen 59/100 dollars for supplies advanced and as much of the said sum of Thirty 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 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 Thirteen 59/100 dollars and as much of the said sum of Thirty five dollars as may be justly owing together with the costs of this deed. The balance, if any shall be paid to the party of the first part. Witness our hand and seals, this the 16th day of February 1876.

Witness: John A. Yager (L.S.)
T. L. Smith
J. E. McMillian

The State of Alabama } I. C. H. Walker, Notary Public
Jefferson County. } & ex officio a Justice of the Peace for said county hereby certify that T. L. Smith a subscribing witness to the forgoing conveyance known to me appeared before me this day and being sworn stated that John Yager 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 17th day of February 1876. A.D.

C. H. Walker,
N. P. & ex off. J. P.

Filed for Record February 23d 1876, Recorded March 23, 1876
James T. Leeper,
Judge of Probate.