Baily, R. M.
To
Jos. R. Smith

The State of Alabama }
Jefferson County }

This indenture entered into between R. M. Baily 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~~ & 63/100 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 not be able to procure 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 Smal horse eight years old, 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 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 Elyton, Ala., and ~~to~~ 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 day of Dec. next pay off the the said sum forty two & 63/100 dollars ~~for supplies~~ advanced as much of the said sum of forty two 63/100 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 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 Jefferson 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 & 63/100 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.

Witnessed our hand and seals this 25th day of February 1876.

Witnesses: T. L. Smith } R. M. his mark X Bailey (L.S.)
J. E. McMillion }

The State of Alabama } I, C. H. Walker Notary Pub.
County of Jefferson } lic & ex officio a Justice of the Place 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 R. M. Bailey 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 in his presence.

Given under my hand seal this 26th day of February A.D. 1876.

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

Filed for Record March 1st 1876 & Recorded March 27th 1876.
Jas. T. Leper, Judge of Probate