Golden Martin
To
Jos. R. Smith

State of Alabama }
Jefferson County }

This Indenture, ~~made and~~ entered into between Martin Golden Shelby County of the first part, and Jos. R. Smith, of the 2d part, Witnesseth, That the party of the first part is indebted to the party of the second part in the sum of Four 13/100 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 ex

ced in amount Fifteen 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 dun Cow nine years old one dun calf eight months old, one Speckled Steer Eleven 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 part of the first part employes and tenants 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 Alabama, 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 December next pay of the sum of Five and 3/100 dollars for supplies advanced and as much of the said sum of Fifteen 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 said sums of money at or before 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 of the said sum of Five & 3/100 dollars and as much of the said sum of Fifteen 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 & seals, this the 7th day of April 1876.

Witnesses:
T. L. Smith
J. E. McMillion

Martin his x mark Golden (Seal)

The State of Alabama } I, C. A. Walker Notary
Jefferson County } Public and ex officio
Justice of the Peace for
said county hereby certify that I. S. Smith a sub=
scribing witness to the foregoing conveyance, known
to me appeared before me this day and being
sworn stated, that Martin Golden of Shelby County
Alabama, the grantor in the conveyance volun=
tarily executed the same in his presence and in
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 the 29th day of April
A.D. 1876.

C. A. Walker N.P. and
ex off. J.P.

Filed for Record April 29/76 and Recorded May 1st 1876.
James L. Lufer
Judge of Probate