Cross W. C.
To
Jos. R. Smith

State of Alabama }
Jefferson County }

This Indenture, entered into between W. C. Cross 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 eighty five 25/100 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 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 Horse Mule seven years old —

One Gray Mare Mule, 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 party 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 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 the following conditions of trust;

If the said party of the first part shall on or before the 25th December next pay off the said sum of eighty five 25/100 dollars for supplies advanced and as much of the said sum of dollars as may have been advanced, and of this date 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 part of the second part to take said property into custody, and after giving Ten days notice by written notice 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 eighty five & 37/100 dollars and as much of the said sum of ~~together with~~ 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 6th day of May 1876 —

Witnesses R. C. Crop (L.S.)
T. L. Smith
J. C. McMillion

The State of Alabama } I, C. A. Walker, Notary
Jefferson County } Public & ex Officio Justice of the Peace for said county hereby certify that Thos. J. Smith a subscribing witness to the foregoing conveyance known to me appeared before me this day and being sworn stated that R. C. Crop 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 the 3d day of June 1876 —

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

Filed for Record June 6th 1876 & Recorded June 8th 1876.
J. T. Lupo, Judge of Probate