Acton & W. H.
To
Jos R Smith

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State of Alabama } This indenture entered into between & W. H.
Jefferson County } Acton 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 Seventeen & 83/100 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 account Thirty dollars. The said supplies
advanced and those agreed to be advanced are ob-
tained to enable the party of the first part to make a Crop
and without such 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 Iron gray Mare
five years old One Clay bank Mare eight years old
Also all the interest of the party of the first part in the Crops
of Cotton and Corn planted or that may be planted
grown or raised by the said party of the first part
employees and tenants during the present year
And the said party of the first part binds himself
to gather the said Crops 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 day Dec next to pay off the said Sum of Seventeen & 83/100 dollars for Supplies advanced and as much of the said Sum of Thirty 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 at 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 Seventeen & 83/100 dollars and as much of the said sum of Thirty dollars as may be justly owing together with the Cost of this deed. The ballance if any shall be paid to the party of the first part. - Witness our hands & Seals this the 12th day of January 1877

Witness T. S. Smith — E. W. H. Acton (Seal)

J. R. Smith Jr.

The State of Alabama } I C. A. Walker Notary Public & Ex Officio
Jefferson County } Justice of the Peace for said County hereby
Certify that T. S. Smith a Subscribing witness to the foregoing
Conveyance known to me appeared before me this day
and being sworn stated that E. W. H. Acton of Shelby
County Ala 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 13th day of January AD 1877 — C. A. Walker

N. P. & ex off J. P.

Filed for Record Jany 16th 1877 & Recorded February 20th 1877

J. T. Leeper Judge of Probate