

Bailey P. J.  
To  
J. R. Smith

State of Alabama. This indenture entered into between  
Jefferson County S. P. J. Bailey of Shelby County of the first  
part and J. 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 sixteen & 50/100 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 Forty 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 team and supplies to make a crop in the present year

Now therefore in order to secure the payment of the said sum 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 Brown mare five years old, One Bay mare four 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 employees 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 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 25<sup>th</sup> Dec next pay off the said sum of sixteen & 50/100 dollars for supplies advanced and as much of the said sum of Forty five dollars as may have been advanced and the Cust 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 sum 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 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 sixteen & 50/100 dollars and as much of the said sum of Forty five 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 hands and Seals this the 10<sup>th</sup> day of January 1877

Witness J. S. Smith  
 W. S. Smith Jr

J. P. Bailey (L.S.)



The State of Alabama, A. C. A. Walker Notary Public ex officio  
 Jefferson County Justice of the Peace in said County hereby  
 certify that T. S. Smith a subscribing witness to the foregoing Con-  
 veyance known to me appeared before me this day and  
 being sworn stated that P. J. Bailey of Shelby County Ala the  
 grantor in the conveyance voluntarily executed the same  
 in his presence and in the presence of the other sub-  
 scribing 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 13<sup>th</sup> day of January AD 1877

A. C. A. Walker Notary Public ex officio

Filed for Record Jan'y 16<sup>th</sup> 1877 & Recorded February 20<sup>th</sup> 1877

J. J. Luper Justice of Probate