E A Wise
To
Dr Jno R Smith

The State of Alabama } This Indenture, entered into
Jefferson County } between E A Wise of Shelby County, of the first part, and Jno R Smith of the 2nd

Witnesseth:- That the party of the first is indebted to the party of the second part in the sum of Twelve $ 52/100 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 Twelve $ 50/100 dollars. The said supplies advanced and those agreed to be advanced are obtained to enable the 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 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 Ox Twelve years old One 2/4 Wagon Two Milk Cows & calves, 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 Jno 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, or

the following conditions of trust: If the said party of the first part shall on or before the 25th Dec next pay off the said sum of Twelve & 50/100 dollars for supplies advanced and as much of the said sum of Twelve & 50/100 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 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 seconds 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 at terms of said sale, to sell the same for cash and from the proceeds of said sale to pay off the said sum of Twelve & 50/100 dollars and as much of the said sum of Twelve & 50/100 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 21st day of February 1877

Witnesses E A Wise (Seal)

T. S. Smith

J R Smith Jr

The State of Alabama } C A Walker Notary Public and
Jefferson County } ex officio Justice of the peace 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 E A Wise 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 that 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 26th day of February A.D. 1877

C A Walker N.P. & ex Off J P

Filed in the Probate office Shelby County Ala for Record Feby 28th 1877 and April 16th 1877

J S Leeper Judge of Probate