J P Russell
To
Jos R Smith

The State of Alabama } This Indenture, entered into
Jefferson County } between J P Russell 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 Forty five 2, 78/100 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 Fifteen dollars, The said supplies advanced and those agreed to be advanced are obtained to enable the party of the first party 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 Bay Horse Seven 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 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 Dec next pay off the said sum of Forty Five & 78/100 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 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 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 Forty Five & 78/100 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 and seals, the 7th day of February 1877

Witnesses Jos P Russell (Seal)

T. S. Smith

J. M. Smith

The State of Alabama } J C A Walker Notary Public & Ex officio
Jefferson County } 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 J P Russell 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 26th day of February AD 1877 C A Walker N. P & Ex off. J. P.

Filed in the Probate office Shelby co Ala for Record Feby 28 1877 and Recorded April 26th 1877