Scruggs W.D.
To
Jos R. Smith.

The State of Alabama } This indenture entered into between W.D.
Jefferson County } S. Scruggs of Shelby County of the first part
and Jos R. Smith of the second part Witnesseth that the said
party of the first part is indebted to the party of the second part
in the sum of Sixteen 05/100 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 Ten 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 Sorrel horse
ten or twelve 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 binds himself, to
gather the said crop in due season and to haul
the said cotton and corn to Elyton, Ala, and de-
liver the same into the custody of Jos R Smith and
the said cotton and corn shall henceforth be sub-
ject 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 Sixteen 05/100
dollars for supplies advanced and as much of the
said sum of Ten dollars as may have been ad-

vanced, and the cost of this deed this instrument is to be void; but if the said party of the first past 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 past of the second past 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 Sixteen 75/100 dollars and as much of the said sum of Ten 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 past.

Witness our hand and seals, this the 17th day of March 1877

W D his × mark Scruggs

Witnesses

T S Smith

J M Smith

State of Alabama } C A Walker Notary Public
Jefferson County } and exofficio Justice of the Peace in said county hereby certify that T S Smith a subscribing witness to the forgoing conveyance known to me appeared before me this day and being sworn stated that W D Scruggs 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 19th day of March AD 1877

C A Walker

N P ex officio J. P.

Filed in the Probate office Shelby County Ala for Record March 21st 1877 and Recorded May 18th 1877

James T Lupo

Judge of Probate