

Morgan Jas H

To

W. J. Smith.

P

The State of Alabama Shelby County  
 Know all men by these presents that for and in consideration of my indebtedness to W. J. Smith in the sum of one hundred and fifty dollars due by open account bearing date for the year of 1877 and payable Nov 1<sup>st</sup> 1877. now to secure the punctual payment of said indebtedness I do hereby sell and convey to said W. J. Smith the following goods and chattels to wit All my Cotton that I make the present year in said County warranted free from incumbrance and against any adverse claims Upon Condition however that if I pay said debt to said W. J. Smith or his assigns with this deed to be void but if I fail to pay said debt in whole or in part at maturity then said W. J. Smith his agents or assigns are authorized to take possession of said property and after giving 30 days notice by advertisement in the County paper to sell the same at public outcry to the highest bidder for cash and the proceeds to devote to the paying 1<sup>st</sup> the expenses of advertising and selling and 2<sup>d</sup> the amount with interest that may be due on said debt and the surplus if any to be turned over to the undersigned - In testimony whereof I hereunto set my hand and affix my seal on this the 22<sup>d</sup> day of March 1877.

Attest

Wm B Somerville

Jas H. Morgan (Seal)

State of Ala. I Personally appeared before me an acting  
 Shelby County Justice of the Peace for said State & County  
 Wm B Somerville whose name is assigned to this instrument as a witness and made oath in due form of law that J H Morgan whose name is affixed to said

Conveyances voluntarily signed the same in his presence  
after being informed of the Contents of the same.

Given under my hand and seal this the 29<sup>th</sup> day  
of March AD 1877

David Edwards Justice of the Peace

Filed for Record & Recorded December 6<sup>th</sup> 1877

J. T. Leeper Judge of Probate