The State of Alabama, } Know all men by these Presents; That I, John
Shelby County } J. Ellis am well and firmly bound unto Bird
Bearden in the sum of three hundred and thirty dollars for the
payment of which well and truly to be made I do hereby bind
myself my heirs executors and administrators firmly by these presents,
Sealed with my seal and dated this 28th day of January 1913,
The condition of the above obligation is such that the said Bird
Bearden has this day bargained for and bought from said John
J. Ellis the following described land to wit;
Five acres of land off the west side of the South-west quarter
of the northeast quarter and nine acres of land off the east
side of the Northeast quarter of the south-west quarter, all in
Section five (5) Township twenty-two (22) Range three (3) West, in
Shelby County Alabama and which is more particularly described
as the lands bought by S. D. Lovelady from James Landry and wife
and containing five acres, more or less, which deed of convey-
ance is of record in Vol. 42, page 184 of the record of deeds of
said County, and the other tract, containing nine acres, more
or less, being of record in Vol. 42, page 184, of the record of deeds
of said County, the first thereof being of record on the 23rd
day of November 1910 and the other on the 15th day of November
1909, both of which deeds are herein referred to and made a
part of the description of the property therein conveyed as if fully
and specifically set out and described herein, for, which said
Bird Bearden has agreed to pay 4500 pounds of seed cotton
delivered to said John J. Ellis or order in the town of Montevallo
on or before the 1st day of November 1913, and 4500 pounds of
seed cotton on or before the 1st day of November 1914.
Now therefore if the said Bird Bearden shall deliver said cotton
agreed on, and said John J. Ellis shall thereupon make and
deliver a good warranty deed to said Bird Bearden, conveying
to said Bird Bearden a fee simple title to said land then
the obligation to be void, otherwise to remain in full force
and effect.
But it is further hereby agreed and understood that in the
event said Bird Bearden shall fail to pay said 4500 pounds
of seed cotton first due, the contract of purchase shall be-
come null and void, and said Bird Bearden shall thereupon
pay said John J. Ellis $40.00 as rent for said land for the
year 1913.
Executed in duplicate this the 28th day of January 1913.

accepted

Bird Bearden (Seal)

The State of Alabama } I hereby certify that the within conveyance was
Shelby County } filed in this office for record 27 Feb. 1913 at 9
o'clock A.M. and recorded in Deed Record 52 page 61, and examined.
A.P. Longshore, Judge of Probate