

J. B. Brinto
To
McWhelfield & Co

State of Alabama } Whereas I and in debt
City & County of Montgomery } to McWhelfield & Co in
the sum of two hundred dollars (\$200) to be
paid to them on the first day of October next (1871) at
their office in the City of Montgomery Ala and
have executed my note or writing to them for
said indebtedness, a copy of which is as
follows,

\$200 00
Montgomery Ala May 16th 1871
On the first day of October next I promise
to pay McWhelfield & Co at their office in the
City of Montgomery Ala the sum of Two
Hundred dollars hereby declaring that
said amount was obtained from the
said McWhelfield & Co some time as an
advance for the purpose of making a
crop and that without such advance
it would not be in my power to procure
the necessary team, provisions and
farming implements to make a crop

J. B. Brinton

Now therefore in order to secure the payment
of said note or writing, and also to secure
the payment of any future indebtedness due
and owing by me to the said McWhelfield
& Co whether for future advances supplies of
buying, rope and ties, the payment of
bills and drafts, accepted for my accommodation
or otherwise all of said indebtedness powers
to be due and owing to the said McWhelfield
& Co by the first day of October next I do
hereby grant bargain and sell unto the
said McWhelfield & Co the survivors and assigns
the following described property to wit:
The entire crop of cotton and corn which may
be made and grown during the present year on
the plantation in Shelby County, Ala which I am
cultivating the present year. Also our horse
man called "Duck" our cream colored mare
called "Ribbow" our horse man called "Travis"
and our grey horse called "Bob" to have and
to hold to the said McWhelfield & Co their sur-
vivors and assigns forever; Provided, however
That in case of the payment of the money due
by said note or writing and the payment
of all said future indebtedness to the said
McWhelfield & Co, as aforesaid, then the

present to be void, but in case of my default
in the payment of said note or writing, or in
the payment of said future indebtedness as
herein agreed upon, then and in that case,
the said McCallfield and or their agents may
enter upon said real property hereby con-
veyed and take possession of said person-
al property, and sell said Crop of Cotton
and Corn at private sale for cash at said
plantation or in the City of Montgomery
and the said other real and personal
property hereby transferred and assigned
at public auction in the said City of Montgomery
upon giving ten days notice of such sale
or sale by advertisement in some newspaper
published in said City, apply in the proceeds
of said sale or sales, first to the payment
of the expenses thereof and then to the payment
of the amount due by said note or writing
and the amount of said future indebtedness
owing to said McCallfield & Co and the balance
if any then be, to be paid to me.

It is further agreed, that said McCallfield &
Montgomery as aforesaid, shall have the right
to bid at such auction sale, and it is
hereby covenanted and agreed to warrant and
defend the title made on said sale or sales
against all persons.

The note up whereof I have herewith set my
hand and seal this the sixteenth day of May
1871.

J. B. Brantow (S)

Witness
Minnie Stern
Louis Lock

(Revenue Stamp fifty cents)

The State of Alabama

Montgomery County, J. H. Miller a Justice
Public and the Office of Justice of the Peace in and
for said County, hereby certify that Minnie Stern
a subscribing witness to the foregoing conveyance
known to me, appeared before me this day, and
being sworn, stated that J. B. Brantow 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
witness, and that such other witness subscribing

his name as a witness in his presence,
 given under my hand this the 17th day
 of May 1871
 J. C. Smith J.P. &
 Officer J.P.

Filed for Record May 20th 1871, & returned
 June 6th 1871
 J. T. Deeper Judge of
 Probate.