Mardis N.B. To Wilcox Gibbs & Co

David H. Wilcox — Lemuy G. Gibbs — Wm C. McMurphy

$160.00 Columbiana April 18th 1874.

Received of John W. Pitts agent for Wilcox Gibbs & Co of Savannah Ga One hundred and Sixty dollars worth of Guano & freight to enable us to make our Crop, in full payment for nine hundred and twenty two pounds of Lint Cotton of Low middling quality which we promise to deliver to the said Jno W Pitts agent, at Columbiana in good Shipping order on or before the first day of November next.

And we hereby agree that, in the event of a failure on our part to comply with the above, or to pay the said Sum of One hundred & Sixty Dollars in cash to the said agent on or before said first of November next then this Contract shall for the said Sum One hundred & Sixty Dollars be a lien and mortgage upon our Entire Crop in favor of Wilcox Gibbs & Co, and may be enforced as is by Statute in such cases provided we, waiving all rights to Stay laws or homestead Exemption laws of any kind, we also hereby Stipulate and agree that in case legal measures are taken to enforce the above lien or mortgage, we agree to pay all costs and Expenses including ten per cent, Counsel and attorneys fees and interest from maturity at rate of 10 per cent per annum, which shall be due and collectable under the said lien or mortgage as though it were part of said note.

For value received.

Witness our hands and seals

N.B. Mardis

Filed & Recorded Oct 29th 1874

J. T. Lufsey

Judge of Probate

750

Yukon T. E. K. B. Stabers 500