Cary & Bro
To
J. D. Hardy & Co

The State of Alabama } Know all men by these presents
Shelby County } That whereas G. W. Cary & Bro a firm composed of George W. & Charles W. Cary have this day advanced to James D Hardy & Co a firm composed of James D Hardy John W. Hardy and Jacob Whirley four hundred dollars in cash to enable them to purchase the necessary stock to operate the lime kiln known as Hale's Lime kiln

and situated in said county and whereas said G. W. Cary & Bro have agreed & by these presents do agree to furnish said James D. Hardy & Co from time to time as they may require the same goods, wares chattles and merchandise which with four hundred dollars in cash already advanced is not to exceed the sum of one thousand dollars for any one month as herein after stated which said advance of four hundred dollars in cash and said additional amount to be advanced in goods wares chattles and merchandise is to be paid at the times and in the manner herein after stated all of said advances being for the purpose of enabling said James D. Hardy & Co to operate and carry on said lime kiln. To secure the payment to said G. W. Cary & Bro of said amount advanced and agreed to be advanced said James W. Hardin & Co in addition to the mortgage on the property herein after described agree that upon the shipment of each car of lime that they may make on said lime kiln to draw upon the party or parties to whome the same may be shipped in favor of said G. W. Cary & Bro for the amount the purchaser of said lime may have agreed to pay for the same said drafts to be payable at the time that said purchase will become due according to the contract of sale which drafts when collated are to be placed to the credit of said James W. Hardy & Co on their account credit & to be credited as aforesaid with said G. W. Cary & Bro. It is further agreed and understood by the parties hereto that there is to be a full and complete settlement between them thirty days after the date hereof and every thirty days there after, at which time said James W. Hardy & Co are to make full payment of any amount that they may owe to said G. W. Cary & Bro on said settlement. It being understood and agreed that if said amount so found to be due said G. W. Cary & Bro by said James W. Hardy & Co is paid in full at the time of said settlement, then said G. W. Cary & Bro are to advance to them during the next thirty days, goods, wares chattles and merchandise at different times as they may desire, the same not to exceed during any one month said

sum of one thousand dollars provided however that the security herein after given is not lessened or impaired in value to what it is at the date of the execution of this instrument. Now in consideration of the premises and for the further consideration of ten dollars in hand paid by the said G. W. Cary & Bro to said James W. Hardy & Co the receipt whereof is hereby acknowledged, said James W. Hardy & Co have bargained aliened sold and conveyed, and by these presents do bargain alein sell and convey unto said G. W. Cary & Bro the following described property viz.— one mouse colored hose mule named "Biel", one bay colored horse mule named "George" one bay mare mule named "Nell" one cart and harness one pair Fair banks common scales, also one set of double harness, one mouse colored horse mule named "Buster" one dark colored bay mare mule named "Nett" one pointed wagon & bed known as the Whistler wagon. all of said property being now in the possession of said James W. Hardy & Co and all lime manufactured by said James W. Hardy & Co, all stock of goods and materials for operating said lime kiln now on hand or hereafter on hand, the leases leases acquired by said James W. Hardy & Co from Dr S. J. Hale of the said lime kiln & the saw mill & all other property ~~[illegible]~~ owned by said James W. Hardy & Co from said Hale on the 17th day of September 1877. In trust nevertheless for the following purposes. It is understood and agreed that said James W. Hardy & Co are to have & retain said above property until the happening of some one of the events herein after stated and it is further understood & agreed that said James W. Hardy & Co may sell the lime manufactured by them in the manner and on the time the same is usually sold in the markets provided they account to said G. W. Cary & Bro for the same as herein above stated, It is further understood and agreed that if said James W. Hardy & Co fail to account to said G. W. Cary & Bro for the sale of any lime manufactured and shipped by them in car loads, lots as herein before provided or should they fail to pay any balance that may be due said G. W. Cary & Bro upon the making of said monthly settlements as soon as said balance is ascertained or should they fail

to make such settlements at the time herein above required then in either of said events said G. W. Cory & Bro are hereby authorized and empowered to take said property herein above described into their possession and after giving ten days notice by posting up written notices in three public places in said county, sell the same to the highest bidder for cash and out of the proceeds arising from said sale pay first the expences of said sale, second the amount due them from said James W. Hardy & Co aforesaid & thirdly the balance if any to be paid to said James W. Hardy & Co. It is further understood and agreed that if said G. W. Cory & Co should forbid the shipments of lime by said James W. Hardy & Co then & in that event they should have no right to ship or sell the same as herein above provided. It is further understood and agreed that said James W. Hardy & Co shall account for the sales of all lime as herein above ~~stated~~ provided until the full settlement & payment of any amount they may owe said G. W. Cory & Co at any time during the continuance of this contract and the conveyance of said property is to be & operate as a security for such and the same may be taken possession of & sold at the times & in the manner herein above provided.

Witness our hands this 18th day of December 1877

Witness

W. M. McMath

R. E. O'Brien

J. D. Hardy (S.S.)

J. W. Hardy (S.S.)

Jacob Wheeler (S.S.)

Filed Dec 15th 1877 Jas. Recorder January 15th 1878