P. J. Bailey
To
Dr Jos R. Smith

The State of Alabama
Jefferson County

Whereas I have received from Jos R. Smith advances in supplies of meat, corn, farming implements and merchandise, amounting to Eleven & 98/100 dollars, to enable me to make a crop for the year 1878, which I obtained from him "bona fide" for the purpose of making a crop, and without such advances it would not be in my power to procure the necessary team, provisions, & farming implement with which to make said crop; and whereas, he has agreed to make further advances to me, for the purpose aforesaid, not to exceed Ninety dollars. Now therefore in consideration of the premises, and to secure the said Jos R Smith payment for the advances, above mentioned, and the further sum of one dollar, paid by said Jos R. Smith I hereby give to the said Jos R Smith statutory lien on entire crop of corn & cotton planted or that may be planted, grown or raised by myself during the year 1878, employees and tenants as provided for by section 1858 of the Revised Code of Alabama; and to further to secure the payment of above said advances, I hereby bargain sell and convey unto the said Jos R. Smith, his heirs and assigns forever, the following described property to wit: One Bay mare Six years old, One Bay mare four years old, Two with Colts. Now if the sums advanced, and to be advanced are paid upon or before 1st day of Decr 1878 then this conveyance to be void and of no effect; but if I should fail to pay off the said sums of money at the time & in the manner aforesaid, or should sell or attempt to sell the said property, or any part thereof, or move the same from the limits of the county then the said Jos R Smith shall be authorized by these presents to take said crops and property into possession, and sell the same to the highest bidder for cash, after giving five days notice, by posters at two public places in said county of time and place of sale and with the proceeds of said sale pay off said sums advanced with interest accrued thereon and the expenses attending said sale, and the said Jos

R. Smith may lawfully authorise any other person in writing, to take possession of said crops and property and to sell the same as aforesaid, After paying off said advances, expenses &c, if there is any balance it is to be paid to the undersigned. In testimony whereof I hereunto set my hand and affix my seal, on this the 11th day of December 1877.

attest—
T. S. Smith
J. S Smith

P. J. Bailey (L. S.)

The State of Alabama } I. R. S Montgomery
Jefferson County } Clerk of Circuit Court of said court hereby certify that—T. S. Smith a subscribing witness to the foregoing conveyance, known to me appeared before me this day and being sworn stated that—P. J. Bailey of Shelby County the grantor in the conveyance voluntarily executed the same in his presence and in 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 subscribing witness and that—such other subscribing witness subscribed his name in his presence, Given under my hand this the 1st day of January 1878.

R. S. Montgomery
Clerk

Filed Jan 2nd 1878 and Recorded January 19th 1878