R. M. Bailey
To
Dr Jos R. Smith

The State of Alabama
~~Shelby~~ Jefferson County

Whereas I have received from Jos R. Smith advances in supplies of meat corn, farming implements and merchandise amounting to Twenty five & 17/100 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, and farming implements with which to make said crop; and whereas he has agreed to make further advances to me for the purpose aforesaid, not to exceed Fifty dollars. Now, therefore, in consid

ration of the premises, and to secure the said Jas R. Smith payment for the advances above mentioned, and the further sum of one dollar, paid by said Jas R. Smith, I give to the said Jas 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 secure the payment of above said advances, I hereby bargain sell & convey unto the said Jas R. Smith, his heirs and assigns forever the following described property to wit— One gray mare twelve years old, One milk cow one calf. Now if the said sums advanced, and to be advanced are paid upon or before 1st day of December 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 Jas 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 first 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 Jas R. Smith may lawfully authorize any other person in writing, to take possession of said crops and property & to sell the same as aforesaid. After paying off said advances, expences &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 20th day of December 1877

Attest

T. S. Smith
J. M. Smith

R. M. his x mark Bailey (Seal)

The State of Alabama) I R. S. Montgomery Circuit
Jefferson County) Clerk for said County hereby
certify that T. S Smith as
subscribing witness to the foregoing conveyance
hereon to me appeared before me this day and
being sworn, states that R. M. Bailey of Shelby
County Ala. the grantor in the conveyance vol-
untarily 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 subscrib-
ing witness, and that other witness subscribed his
name as witness in his presence.
Given under my hand this 1st day of January 1878
R. S Montgomery
Filed January 2nd 1878 and Recorded Jan 21st 1878, Clerk