B.J. Stacks
To
McMillion Bros

The State of Alabama } Whereas I am justly indebted to
Jefferson ~~Shelby~~ County } McMillion Bros by promissory
note given January 12th 1878 and due November
1st 1878, for the sum of Fourteen dollars, and it
whereas I have received from McMillion Bros; ad-
vances in supplies of meat, corn, farming tools
and merchandise, amounting to Fourteen dollars,
to enable me to make a crop during the year 1878,
which I obtained from them "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 they have agreed
to make further advances to me for the purpose
aforesaid, not to exceed Five dollars, Now, therefore,
in consideration of the premises and to secure the
said McMillion Bros, payment for the advances, and
the note above mentioned, I hereby give to the said
McMillion Bros, the statutory lien on my entire crop
of cotton and corn to be raised in Shelby county
Alabama, during the year 1878, as provided for by
Section 1858 of the Revised Code of Alabama, and
for the payment for said advances, including note,
I hereby agree to waive all right or claim to personal
property exemption secured to me, under the Constitution
and laws of the State of Alabama, And in order
to better secure payment for said advances including
note, I hereby bargain, sell and convey unto McMillion
Bros, their heirs and assigns forever, the following
described property to-wit: One light Bay Horse 3
years old, called Joe. Now, if the said note and
sums advanced, and to be advanced are paid up on
or before November 1st 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 and 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, or if said prop-
erty should be levied upon or taken possession
of by any other person, then the said McMillion Bros
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 note and sums advanced, with interest accruing thereon, and the expenses attending said sale, and the said McMillion Bros. may lawfully authorized any other person in writing, to take possession of said crops and property, and to sell the same as aforesaid. After paying off said note and 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 12th day of January 1878.

attest: W. C. Deason } B. J. his x mark Stacks (S.S)
S. H. Dupsey

Statement not a part of the Deed

I hereby state that I own in my own right the property conveyed above, and there is no prior lien on the same.

B. J. his x mark Stacks (S.S)

W. C. Deason & S. H. Dupsey

The State of Alabama } I Samuel E Greene
Jefferson County } Notary Public hereby certify that W. C. Deason a subscribing witness to the foregoing conveyance, known to me appeared before me on this day, and being sworn stated that B. J. Stacks 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 ~~the~~ he attested the same in the presence of the grantor and of the other witness and that such other witness subscribed his name as a witness in his presence.

Given under my hand this 12th day of January 1878

Samuel E Greene Notary Public

Filed for Record January 18th 1878, Recorded January 29th 1878

J. T. Leeper Judge of Probate