J.T. Bailey
To
McMillion Bros

The State of Alabama / Whereas I am justly indebted
Jefferson County / to McMillion Bros. by promissory note given January 14th 1878, and due, One day after date, for the sum of Twenty five & 26/100 dollars, and whereas I have received from McMillion Bros advan-

ce in supplies of meat, corn, farming tools and merchandise, amounting to Twenty Six & 25/100 dollars to enable me to make a crop during the year 1878 which I obtained from them "bonafide" 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 Twenty five dollars. Now, therefore, in consideration of the premises, and to secure the said McMillion & Bro. payment for the ~~purpose~~ 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 red cow about 10 years old called 'Red'; One calf, One gray mare aged about 12 years called Nell, 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 property, 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 authorize 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 have hereunto set my hand & affix my seal on this the 14th day of January 1878

Attest, W. C. Deason
S E Greene

J. T. his × mark Bailey (S. S.)

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,

J. T. his × mark Bailey (S. S.)

W. C Deason
S E. Greene

The State of Alabama } I Samuel E. Greene, Notary
Jefferson County } Public hereby certify that – William C. Deason, a subscribing witness to the foregoing conveyance, known to me, approved before me this day and being sworn states – that J. T Bailey 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 he attested the same in the presence of the grantor and of the other subscribing witness and that such other witness subscribed his name as witness in his presence.

Given under my hand, this 15th day of January 1878

Samuel E Greene
Notary Public

Filed For Record January 18th 1878 and Recorded January 29th 1878

J. T Leeper
Judge of Probate