B. J. Stacks
To
McMillin Bros

The State of Alabama, Jeff~~Shelby~~ County } Whereas I am justly indebted to McMillin Bros. by promissory note given February 7th 1878 and due Nov 1st 1878 for the sum of Twenty dollars, and whereas I have received from McMillin Bros. advances in supplies of meat, corn, forming tools, and merchandise, amounting to Fifty 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 forming 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 Ten dollars. Now therefore, in consideration of the premises and to secure the said McMillin Bros. payment for the advances and the note above mentioned, I hereby give to the said McMillin 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 Dark Bay Horse aged 3 years 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 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 ~~any~~ other said crops and property into possession, and sell the same to the highest bidder for cash, after first giving five days notice by posting, 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 accrued thereon, and the expenses attending said sale, and the cost of Deed, and the said McMillion Bros may lawfully authorize any other person in writing, to take possession of said crops & 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 7 day of Feb 1878.

Attest: W F Mosley
W. C. Deason

B. J. his x mark Slacks (L.S.)

Statement not a part of the Deed

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

W T Mosley
W C Deason

B J his x mark Slacks (L.S.)

State of Alabama, I Samil E Green Notary Public
Jefferson County, hereby certify that W C Deason, a subscribing witness to the foregoing conveyance known to me, appeared before me this day, and being sworn stated that B J Slacks 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 11th day of February 1878.

Samuel E Green Notary Public

Filed for Record February 18th 1878 and Recorded February 16th 1878.

J T Leeper Judge of Probate