E. H. & W. A. Weldon
To
W. A. Smith

The State of Alabama } Whereas we have received
Jefferson ~~Shelby~~ County } from W. A. Smith advances
in supplies of meat, corn, farming tools and
merchandise, amounting to twenty eight & 03/100
Dollars, to enable us to make a crop during
the year 1878, which we obtained from him "bona
fide" for the purpose of making a crop, and
without such advances it would not be in
our power to procure the necessary team, provi-
sions and farming implements with which to
make said crop: and whereas, he has agreed to
make further advances to us for the purpose afore-
said, not to exceed twenty five dollars,
Now therefore, in consideration of the premis-
es and to secure the said W. A. Smith payment
for the advances and the note above mentioned,
we do hereby give to the said W. A. Smith the
statutory lien on our 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 Al-
abama, and for the payment for said ad-
vances, including note, we hereby agree to waive
all right or claim to personal property exemp-
tion secured to us under the Constitution
and laws of the State of Alabama. And in
order to better secure payment for said
advances including note we do hereby bargain sell
and convey unto W. A. Smith his heirs and
assigns forever, the following described prop-
erty, to wit: One bay mare three years old
one red cow three years old one red cow
six years old named Bus, one brindle heif-
er three years old named Star, one black
and white heifer three years old named
Kelly, one red heifer two years old named
"White face" Now if the said note and sums
advanced and to be advanced as aforesaid upon
or before November 1st 1878 then this conveyance
to be void and of no effect; but if E. H. Weldon
& W. A. Weldon should fail to pay of 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 W. A. 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 note and sums advanced, with interest accrued thereon, and the expenses attending said sale, and the said W. A. Smith 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 we hereunto set our hands and affix our seals, on this, the 7th day of February 1878

Attest: J. W. Snow, H. D. Smith

E. H. Weldon his x mark (L.S.)
W. A. Weldon (L.S.)

Statement not a part of the Deed

We do hereby state that we own in our own right the property conveyed above, and there is no prior lien on the same.

J. W. Snow
H. D. Smith

E. H. Weldon his x mark (L.S.)
W. A. Weldon (L.S.)

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J. T. Lufer Judge of Probate