

Gordley Joe
To

The State of Alabama } Whereas I am justly indebted
Shelby County } to Edmund Stracee by prom-
issory note, given this the 18th of Feb 1878 and
due by the 1st of Nov 1878, for the sum of Twenty
five dollars; and whereas, I have received from

Chman & Struell advances in supplies of meat, corn, farming implements and merchandise, amounting to Seventy five dollars, to enable me to make a crop for 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 we have agreed to make further advances to him for the purpose aforesaid, not to exceed ——— dollars,

Now, therefore in consideration of the premises, and to secure the said payment for the advances and note above mentioned, and the further sum of one dollar paid by said Chman & Struell hereby give to the said Chman & Struell statutory lien on entire crop of corn & cotton to be raised on same ~~Lot~~ Lowley place in the county, as provided for by section 1858 of the Revised Code of Alabama; and to further secure the payment of the above note and said advances I hereby bargain, sell and convey unto the said Chman & Struell heirs and assigns forever, the following described property, to wit: one two horse wagon two Oxen one Marse Horse.

Now, if the said note and sums advanced, and to be advanced are paid up on or before the 1st of Nov 1878, then this conveyance to be void and of no effect; but if Joe Lowley 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, then the said Chman & Struell 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 Chman & Struell

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 notes and advances, expenses, & 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 18th day of February 1878

Attest: J. S. Goulety (J.S.)
J. S. Goulety
Marsh

Frank McLeannally

The State of Alabama } J. W. Rozan a Justice of
Shelby County } the peace for said county
hereby certify that Frank McLeannally a subscribing witness to the foregoing conveyance known to me appeared before me on this day and being sworn stated that 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 witness and that such other witness subscribed his name as witness in his presence. Witness under my hand this 23rd day of Feb 1878

J. W. Rozan J. D.

Filed and Recorded March 1st 1878

J. S. Goulety Judge of Probate