Brasher I H
To
W G Oliver & Co

The State of Alabama, Jefferson County } Whereas I I H Brasher am justly indebted to W. G. Oliver & Co by promissory note, given Jany 10/78, and due November 1/78 for the sum of Forty dollars; and Whereas, I have received from W. G. Oliver & Co advances in supplies of meat, corn, farming implements and merchandise, amounting to Forty 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 they have agreed to make further advances to me for the purpose aforesaid, not to exceed Forty dollars. Now, therefore in consideration of the premises, and to secure the said W. G. Oliver & Co payment for the advances and note above mentioned, and the further sum of one dollar, paid by said I. H. Brasher, hereby give to the said W. G. Oliver & Co statutory lien on entire crop of corn and cotton to be raised in Shelby County Ala 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 W G Oliver & Co heirs and assigns forever, the following described property, to wit: One wagon and one yoke of oxen. Now, if the said note and sums advanced, and to be

advanced are paid up on or before 1st day of November 1878, then this conveyance to be void and of no effect, but if I H Brasher 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 remove the same from the limits of the county then the said W G Oliver & Co 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 G Oliver & Co 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, &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 10th day of June 1878

attest: E. L. Milner

I H his x mark Brasher (L S)

Filed and Recorded March 9th 1878.

J T Leffler Judge of Probate