Acton Alexander
To
W A Smith

The State of Alabama
Jefferson County } Whereas I have received from W A Smith advances in supplies of meat, corn, forming tools and merchandise, amounting to Twenty one 75/100 dollars, to enable me to make a crop during the year 1878, which I have obtained from him "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 he has agreed to make further advances to me for the purpose aforesaid, not to exceed ten & 00/100 dollars. Now, therefore, in consideration of the

premises and to secure the said W. A. Smith payment for the advances and the note above mentioned, I do hereby give to the said W. A. Smith 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 W. A. Smith his heirs and assigns forever, the following described property to-wit: One Bay mare 8 years old, named "Fan". One black horse, about ten years old, named "Bill". One Sorrel mare about 11 years old named Sally. Now, if the said note and sums advanced and to be advanced as aforesaid up on or before November 1st 1878, then this conveyance to be void and of no effect; but if Alexander Acton, should fail to pay off the said sums of money at the time and in the manner afore said, 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 accruing 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 I hereunto set my hand, and affix my seal, on this the 22c day of March 1878.

Attest: E. L. Clarkson — Alexander his x mark Acton (L S)

H D Smith

Statement not a part of the Deed.

I do hereby state that I own in my own right the property conveyed above, and there is no prior lien on the same. Alexander his x mark Acton (L S)

Attest: E. L. Clarkson, H D Smith } Filed for Record April 9c 1878 & Recorded April 13c 1878 — J T Leeper Judge of Probate