Payne Bent
+Andrew Crowson)
To
G W Cary + Bro

The State of Alabama, Shelby County } Whereas Bent Payne and Andrew Crowson justly indebted to G W Cary + Bro by promissory notes given Jany 14 1878 and due December first 1878 for the sum of one hundred + fifty dollars; and whereas, we have received from G W Cary + Bro advances in supplies of meat, corn, farming implements and merchandise, amounting to One hundred + fifty dollars, to enable us to make a crop for the year 1878, which we obtained from them "bonafide" for the purpose of making a crop, and without such advances it would not be in our 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 us for the purpose aforesaid, not to exceed one hundred + fifty dollars. Now, therefore in consideration of the premises, and to secure the said G W Cary + Bro payment for the advances and note above mentioned, and the further sum of one dollar, paid by said Bent Payne + Andrew Crowson, hereby give to the said G W Cary + Bro statutory lien on entire crop of corn and cotton to be raised in the year eighteen hundred + seventy eight in Shelby Co (on the farm known as the Hankins farm) 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, they hereby bargain sell and convey unto the said G W Cary + Bro heirs and assigns forever, the following described property, to wit; One bay horse mule about 8 years old named ~~Payne~~ Tobe belonging to Payne, one Black Mare 8 years old named Molly, belonging to Crowson, Two Cows + calves belonging to Crowson, Two cows + calves belonging to Payne, Now, if the said note and sums advanced, and to be advanced are paid on or before December 1878 then this conveyance to be void and of no effect; but if they 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 said —— 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 G W Cary & Bro 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 we hereunto set our hand & affix our seal, on this, the 14th day of Jany 1878

Bent Payne (L S)

Attest:

Andrew Crowson (L S)

Filed and Recorded April 18th 1878.

J T Leeper Judge of Probate