Swiney Wm
To
H Fox

P

The State of Alabama } Know all men by these presents,
Shelby County } That the note of even date with
this ~~date~~ to H Fox for the sum of Fifty two 67/100 dol=
lars, and payable on the 1st day of October next was giv=
en for advances in necessary provisions, Horses, mules
and farming utensils and in money to purchase the
same obtained by me from him bona fide, for the
purpose of making a crop, and without said advances
it would not be in my power to procure the necessary
teams, provisions, corn and farming utensils to make
a crop, And I also hereby declare that said advances
or the amount thereof, shall be a lien on my crop
grown on my plantation in Shelby County, Alabama,
this year, to make which they were procured, and
on the stock furnished, or which I may buy with the
money so advanced in accordance with Sections 1858, 1859,
and 1860, of the Revised Code of the State of Alabama,
In consideration of said advances and to further
secure the payment of the note above specified accord=
ing to the tenor and effect thereof, I do hereby grant;

bargain and sell and convey to H Fox the following described personal property, To wit: All of the said crop of cotton and corn raised on said plantation during the present year, and two oxen (deep yellow) one two horse wagon, Also the following described Real Estate, lying in the County of — and State aforesaid To wit:

— —

To have and to hold the above described property, real and personal, to the said H Fox and his heirs forever. The right of exemption under the laws of Alabama, is hereby waived as provided for in Section 7 article 10 in the Constitution of the State of Alabama, and if the said note is not paid at maturity, the said H Fox is hereby authorized to take the above described property into his possession and sell the personal property as he may deem best, and said Real Estate to the highest bidder for cash, after advertising twenty days notice of the time and place of said sale, and apply the proceeds thereof to paying said note and the charges and expenses incident to the keeping and selling of the property, and the balance, if any, pay over to Wm Swiney. Upon this condition, nevertheless, if said note is paid at maturity, this conveyance of said last mentioned personal property is to be void, except as to said crop, and it is further agreed, that if the said H Fox shall advance to the said Wm Swiney during the present year any money or provisions over and above the amount of said note, this instrument shall also stand as security for the same as fully as if included in said note. It is further understood that nothing herein contained shall effect or impair this lien or remedy given to the said H Fox upon and against said crop and property by the said Section of the Revised Code of Alabama, and the Constitution of Alabama, and the said Wm Swiney hereby declares that the above conveyed property is his own, and that there is no lien or incumbrance on the same, In further consideration of the premises, I hereby bind myself to ship or deliver my entire crop of cotton raised this year, as specified above to the said H. Fox at Montevallo Alabama, to be sold by him, — further agree to deliver as above — bales of said cotton by the — day of — next, and the balance of the said crop, by the 187,—

and in the event the said amount of cotton delivered does not reach bales of 500 pounds average weight to pay the said commissions on the deficit, at the rate of Dollars per bale, as liquidated damages.
Given under my hand & seals, this 20th day of April 1878
in presence of A Gentry } Wm Irvinney (L S)
B, Boxhorn }

State of Alabama } I G W Rogan, hereby certify that B, Box=
Shelby County } horn a subscribing witness to the perego-
ing conveyance, known to me appeared before me this day, and being duly sworn, stated that Wm Irvinney the grantor in the foregoing 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 a witness in his presence.
Given under my hand, this first day of May A D 1878,
G W Ragan J. P.

Filed for Record May 2nd 1878 and Recorded May 3rd 1878
J T Leeper Judge of Probate