Pitts E. T.
To
Jas. R. Smith

The State of Alabama } Whereas I have received from Jas. R. Smith
Jefferson County } advances in supplies of meat, corn,
farming implements and merchandise, amounting
to Twenty One & 48/100 dollars, to enable me to make a
crop for the year 1878, which I 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
farming implements with which to make said crop;
and whereas, he has agreed to make further advan-
ces to me for the purpose aforesaid, not to exceed
Four dollars, Now therefore in consideration of

the premises, and to secure the said Jas R Smith payment for the advances above mentioned, and the further sum of one dollar paid by said Jas R Smith, I hereby give to the said Jas R Smith Statutory lien on entire crop of corn and cotton planted, or that may be planted, grown or raised by myself, employes and tenants, as provided for by Section 1858 of the Revised Code of Alabama; and to further secure the payment of above said advances, I hereby bargain sell and convey unto the said Jas R Smith, his heirs and assigns forever, the following described property to wit: One Gray Horse Ten years old, Two Milk Cows & Calves.

Now if the said sums advanced, and to be advanced are paid up on or before 25th December 1878, then this conveyance to be void and of no effect; but if I 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 Jas R 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 posting at two public places in said County of time and place of sale, and with the proceeds of said sale, pay off said sums advanced, with interest accrued thereon and the expenses attending said sale, and the said Jas R 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 advances, expenses, &c if there is any balance it is to be paid to the undersigned.

Intestimony whereof I hereunto set my hand and affix my seal, on this, the 23d day of May 1878.

Attest: T. S. Smith — E. T. Pitts (L S)
J. S. Smith — of Shelby county

Filed for Record May 24th 1878 and Recorded May 31st 1878

J T Leper
Judge of Probate