Texas A J Sr
To
Jas Cast + Son to

Satisfied by taking new mortgage in Shelby this day week 10/79
James Cast
By W M Scaggs

The State of Alabama
Shelby County

Whereas I A. J. Crosp Sr am justly indebted to Jas Cast + Son by promissory note given May 22d 1878 and due Sixty Two 62/100 dollars 15th October + one hundred + Twenty two + 57/100 1st November for the sum of one hundred + eighty five dollars and whereas I have received from Jas Cast + Son advances in supplies of meat, corn, farming tools and merchandise, amounting to One hundred + eighty five dollars, to enable me to make a crop during 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 One hundred & eighty five dollars, Now therefore, in consideration of the premises, and to secure the said Jas Cast & Son payment for the advances and note above mentioned, I hereby give to the said Jas Cast & Son 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 accrued 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 Jas Cast & Sons their heirs and assigns forever, the following described property to wit:- One half of the entire crop of cotton & corn to be raised by Jas. P. Russell on my farm One third of the corn to be raised by Tom Roberts on about thirty acres of my farm, One gray mare name Fannie, one horse named Bum Dick, three cows and calves. Now, if the said note and sums advanced, and to be advanced are paid up on or before November 1st 1878, then this conveyance to be void and of no effect; but if A. J. Cash, Sr & S. C. Griffin 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, or if said property should be levied upon or taken possession of by any other person, then the said Jas Cast & Son shall be authorized by these presents to take said crop 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

Jas Cost & Son may likewise 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 22d day of May 1878.

Attest: William Allen

William Porney A. J. Cosgs (L.S.)

Statement not a part of the Deed

I hereby state that I own in my own right the property conveyed above, and there is no prior lien on the same.

William Allen A. J. Cosgs (L.S.)

William Porney

Filed and Recorded June 22d 1878.

J. T. Leiper Judge of Probate