Bogwell W.L. To Jas R Smith

The State of Alabama, Jefferson County. Whereas I have received from Jas R Smith advances in supplies of meat, corn, farming implements, and merchandise, amounting to Eighty Five & 96/100 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 advance, 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 advances to me for the purpose aforesaid, not to exceed Fifteen 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, employees 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 Bay Mare Mule twelve years old. One Yoke Steers four years old, One Steer Six years old. Three Milch 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 posters, 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 Jos 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 of said 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 6th day of June 1878.

Attest, T. S. Smith } W. S. X Bagwell (L S)
J. R. Smith } of Shelby County.

Filed for Record July 16 1878 and Recorded September 28 1878. James T Leper Judge of Probate