Silsbee B W
To
G W Cary & Bro

The State of Alabama } Know all men by these presents
Shelby County } that G. W. Cary & Bro, a firm composed of George W & Charles W Cary have this day advanced to B. W. Silsbee Two hundred dollars in Merchandise to enable him to purchase the necessary stock to operate the lime kilns known as the Old Shelby Lime Works, formerly leased by N. B. Dare, situated at Calera in said County, and whereas said, G W Cary & Bro have agreed & by these presents do agree to furnish said B W Silsbee from time to time as he may require the same, goods wares, chattles, and merchandise, which with said Two hundred dollars — already advanced is not to exceed the sum of Eight hundred dollars for any one month as herein after stated, — which said advance of Eight hundred dollars — and said additional amount, to be advanced in goods, wares chattles & merchandise, is to be paid at the time, and in the manner herein after stated, all of said advances being for the purpose of enabling said B W Silsbee to operate & carry on said lime kilns, To secure the payment to said G. W. Cary & Bro of said amount advanced & agreed to be advanced, B W Silsbee in addition to the mortgage on the property herein after described, agree that upon the shipment of each Car of lime that they may make at said lime kiln, to draw upon the party or parties to whom the same may be shipped in favor of said G W Cary & Bro for the amount the purchaser of said lime may have agreed to pay for the same, said drafts to be payable at the time that said purchaser will become due according to the contract of sale, which drafts when collected are to be placed to the credit of said B. W Silsbee on their account creditor & to be credited as aforesaid with said G W Cary & Bro. It is further agreed and understood by the parties hereto that there is to be a full and complete settlement between them thirty days after the date hereof and every thirty days thereafter, at which time said B W Silsbee is to make full payment of any amount that he may owe to said G W Cary & Bro on said settlement. It being understood and agreed that if said amount so

found to be due said P. W. Cary & Bro by said B. W. Silsbee is paid in full at the time of said settlement, then said P. W. Cary & Bro are to advance to him during the next thirty days, goods, wares, chattles and merchandise at different times, as he desires the same, not to exceed during any one month said sum of Eight hundred dollars, provided however that the security herein after given is not lessened or impaired in value to what it is at the date of the execution of this instrument, Now in consideration of the premises and for the further consideration of ten dollars paid in hand by the said P. W. Cary & Bro to said B. W. Silsbee, the receipt whereof is hereby acknowledged, said B. W. Silsbee have bargained, aliened, sold and conveyed, and by these presents does bargain alien, sell and convey unto said P. W. Cary & Bro the following described property Viz One four year old Bay mare named Daisy, with colt one month old, one two year old sorrel horse colt, named Prince, One one horse wagon in good order, One yoke Spotted oxen, known as the Robinson oxen, One house & lot in Calera, known as the Silsbee house; described as follows —

About Eighty Sheep at the Gardner place, All necessary tools; consisting of axes, picks, hammers, drills, shovels for the purpose of manufacturing lime, One good double case watch Numbered as follows: Cases 19618 made by Elgin watch Company, B W Raymonds pattent, No 126044 — bought of S F Hobs, Selma Ala for one hundred & Seventy five dollars, all lime now manufactured and to be manufactured at said kilns, all goods, wares, chattles and every article used to carry on said kilns, now in possession of said B W Silsbee, (The above has reference to all personal property now belonging to said B. W. Silsbee, as he states that some of the tools belong to owners of old Shelby Lime Company,

all of said property being now in possession of said B W Silsbee and the lease or leases acquired by said B W Silsbee from R. M. Patton & J. R. Stewart of the said lime kilns, and all other property leased by said B. W. Silsbee from said R M Patton & J R Stewart, on the 1st day of July 1878, In trust nevertheless for the

following purposes, It is understood and agreed that said B. W. Silsbee is to have & retain said above described property until the happening of some one of the events herein after stated, and it is further understood & agreed that said B. W. Silsbee may sell the lime manufactured by him in the manner & on the time the same is usually sold in the markets, provided he accounts for the same to the said G. W. Cary & Bro as herein above stated. It is further understood & agreed that if said B W Silsbee fails to account to said G. W. Cary & Bro for the sale of any lime manufactured & shipped by him in car load lots as herein before provided, or should he fail to pay any balance that may be due said G W Cary & Bro upon the making of said monthly settlements as soon as said balance is ascertained, or should he fail to make such settlements at the time herein above required, then in either of said events said G. W. Cary & Bro are hereby authorized & empowered to take said property herein above described, into their possession and after giving two days notice by posting up written notices in three public places in said County, sell the same to the highest bidder for cash and out of proceeds arising from said sale pay first the expenses of said sale, second the amount due them from said B. W. Silsbee as aforesaid, & thirdly the balance if any to be paid to said B W Silsbee, It is further understood & agreed that if said G W Cary & Bro should forbid the shipments of lime by said B W Silsbee then in that event he shall have no right to ship or sell the same as herein above provided, It is further understood & agreed that said B. W. Silsbee shall account for the sale of all lime as here above provided, until the full settlement & payment of any amount he may owe said G W Cary & Bro at any time during the continuance of this contract, and the conveyance of said property is to be, and operate as a security for such indebtedness; and the same may be taken possession of and sold at the time, and in the manner herein above provided, It is further agreed and understood that said G W Cary & Bro can purchase at said sale,

Witness my hand & seal this the 31st day of July 1878.

Witness
R. E. O'Briero

B. W. Silsbee
S. W. Silsbee

Filed for Record August 7th 1878 and Recorded August 29th 1878.

J. T. Leeper Judge of Probate