Weldon W.A. To W.A. Smith

The State of Alabama, Whereas I have received from Jefferson County, W. A. Smith advances in supplies of meat, corn, farming tools and merchandise, amounting to Four & 50/100 dollars, to enable me to make a crop during the year 1879, 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 advances to me for the purpose aforesaid, not to exceed Twenty Six & 00/100

dollars. Now therefore, in consideration of the premises and to secure the said W. A. Smith payment for the advances and the note above mentioned, I hereby give to the said W. A. Smith the Statutory lien on my entire crop of cotton and corn to be raised in Shelby County, Alabama during the year 1879 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 secured 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 W. A. Smith his heirs and assigns forever, the following described property to wit; One Red cow seven years old named "Boo" One brindle heifer four years old named "Star" One black & white heifer four years old named "Nelly" One Red heifer three years old named "White face" Now, if the said note and sums advanced, and to be advanced are paid up on or before November 1st 1879 then this conveyance to be void and of no effect: but if W. A. Weldon 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 remove 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 W. A. 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 note and sums advanced with interest accrued thereon, and the expenses attending said sale, and the said W. A. Smith may lawfully authorized 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 etc. if there is any balance it is to be paid to the under-

signed. In testimony whereof I hereunto set my hand and affix my seal on this the 12° day of December 1878
Attest; A. H. Allen W. A. Weldon (L.S.)
H. D. Smith

Statement not a part of the Deed
I hereby state that I am in my own right the property conveyed above, and there is no prior lien on the same.
H. A. Allen W. A. Weldon (L.S.)
H. D. Smith
Filed for Record January 6° 1879 & Recorded January 20° 1879 J. T. Leeper Judge of Probate