Hartsfield W.J. & J.H. Hartsfield To G.W. Weldon & Sons

The State of Alabama } On or before 1st day of Oct 1879 W.J. & J.H.
Shelby County } Hartsfield promise to pay to the order of
G.W. Weldon & Sons Seventy five dollars for value received,
The right of exemption, under the laws of Alabama is
hereby waived as provided for in Section 7 Article 10 in the Con-
stitution of the State of Alabama, The consideration of this
obligation is an advancement made by said G.W. Weldon
& Sons of money and provisions to the above amount "bona
fide for the purpose of making a crop this year 1879. and
without which it would not be in our power to procure
the requirements to make such crop. and we hereby declare
the aforesaid advances or the amount thereof shall also con-
stitute a lien on our crop grown on our plantation in Shelby
County, Alabama this year in accordance with the Act
approved January 15th 1866: and to further secure the pay-
ment of the aforesaid obligation according to the letter
and effect thereof, we hereby also bargain, sell and convey
to the said G.W. Weldon & Sons or agent or assign the fol-
lowing described personal property, to wit: for the sum
of Seventy five dollars which amount has been paid to
them, and for which receipt is herewith given, In de-
fault of payment at maturity of the aforesaid obligation
the said G.W. Weldon & Sons or agent or assign is hereby auth-
orized to take said property into their possession, sell the
same as they may deem best and apply the proceeds
thereof to the payment of this obligation and expenses in-
cident to the execution of this trust; upon this condition
nevertheless if said obligation is paid at maturity this
conveyance is null and void. And it is further agreed if
the said G.W. Weldon & Sons shall advance to the said W.J. & J.H.
Hartsfield during the present year any money or provisions
over and above the amount of said note, this instru-
ment shall also stand as security for the same as fully as
if included in said note, And the said W.J. & J.H. Harts-
field hereby declare that the above conveyed property is
their own, and that there is no lien or incumbrance on the
same, In further consideration of the premises we
hereby also declare that there will be no outside crops on
our place owned by us, wife daughter, or any one whatso-
ever, but that this instrument is to constitute a lien on the
entire crop raised on our place this year.

Witness our signature this 22 day of Jan 1879. W.J. Hartsfield
Attest, J.H. Hartsfield

The State of Alabama } January 22nd 1879.
Shelby County } I, E. H. Rasco Notary Republic ex officio Justice of the Peace of said County certify that W. J. Hartsfield & J. H. Hartsfield whose names are signed to the foregoing conveyance and who is known to me acknowledged before me on this day that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. — Witness my hand this 22nd day of January 1879.

E. H. Rasco Notary Public Ex Off J.P.

Filed for Record January 24 1879 & Recorded February 7 1879

J. T. Leeper Judge of Probate