Wise E. A. To Jas. R. Smith

The State of Alabama } Whereas I have received from Jas R Smith
Jefferson County } advances in supplies of meat, corn, farming implements and merchandise, amount to Ten & 10/100 dollars, to enable me to make a crop for 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 exceeding 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: Two milk cows & calves, one wagon

Now if the said sums advanced, and to be advanced are paid up on or before 25th Dec 1879, 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 Jas 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 off said advances, expenses etc, 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 18th day of January 1879.

E A Wise (L.S.)

Shelby County

Attest: T. L. Smith } Filed for Record January 28th 1879 and Recorded February 18th 1879.

James T Leper Judge of Probate