Downs W.P.
To
J.C. Deusler & Co

The State of Alabama } Know all men by these presents, that the note of even
Shelby County } date with this to J.C. Deusler & Co for the sum of One
hundred & Seventy Dollars, and payable on the 1st day of November
next was given for advances in necessary provisions, Horses, Mules and
farming utensils, and in money to purchase the same obtained by
W.P. Downs from them "bona fide" for the purpose of making a crop,
and without said advances it would not be in my power to
procure the necessary teams provisions corn and farming uten=
sils to make a crop, and I, also hereby declare that said advances
or the amount thereof shall be a lien on my crop grown on my own
plantation in Shelby County, Alabama this year to make which they
were procured, and on the Stock furnished or which I may buy with
the money so advanced in accordance with Sections 1858, 1859 and 1860
of the Revised Code of the State of Alabama, In consideration of
said advances, and to further secure the payment of the Note above
specified according to the tenor and effect thereof I do hereby
grant, bargain, sell and convey to J.C. Deusler & Co the following
described personal property, to wit: all the said crop of cotton and
corn raised on said plantation during the present year, and
also, One Mare Mule Named Beck one Horse Mule named "Mike",
Also the following described Real Estate, lying in the county of Shelby
and State aforesaid to wit; ——
To have and to hold the above described property, real and personal,
to the said J.C. Deusler & Co and their heirs forever. The right of exemp=

tion under the laws of Alabama is hereby waived as provided for in Section 7 Article 10 in the Constitution of the State of Alabama. And if the said note is not paid at maturity the said J.C. Deusler & Co is hereby authorized to take the above described property into their possession and sell the personal property as they may deem best, and said Real Estate to the highest bidder for cash, after advertising twenty days notice of the time and place of said sale, and apply the proceeds thereof to paying said note and the charges and expenses incident to the keeping and selling of the property, and the balance if any, pay over to W.P. Downs. Upon this condition nevertheless, if said note is paid at maturity, this conveyance of said last mentioned personal property is to be void, except as to said crop. And it is further agreed that if the said J.C. Deusler & Co shall advance to the said W.P. Downs during the present year any money or provisions over and above the amount of said note, this instrument shall also stand as security for the same as fully as if included in said note. It is further understood that nothing herein contained, shall effect or impair this lien or remedy given to the said J.C. Deusler & Co upon and against said crop and property by the said Section of the Revised Code of Alabama, and the Constitution of Alabama. And the said W.P. Downs hereby declare that the above conveyed property is his own, and that there is no lien or incumbrance on the same. In further consideration of the premises I hereby bind myself to ship or deliver my entire crop of cotton raised this year as specified above to the said J.C. Deusler & Co at Wilsonville to be sold by them for the customary Commissions of 2½ per cent, and I further agree to deliver as above all my bales of said cotton by the 1st day of November next and the balance of the said crop by the 1st December 1879, and in the event the said amount of cotton delivered does not reach ___ bales of 500 pounds average weight to pay the said ___ commissions on the deficit at the rate of ___ Dollars per bale as liquidated damages.

Given under my hand and seals this 25 day of Jany 1879.

In presence of: S.H. Dawson — W.P. Downs his mark (L.S.)

State of Alabama } I, David Edwards an acting J.P. hereby certify that S.H. Dawson a subscribing witness to the foregoing conveyance, known to me appeared before me
Shelby County } this day, and being duly sworn stated that W.P. Downs the grantor in the foregoing conveyance voluntarily executed the same in his presence, and in the presence of the other subscribing witness on the day the same bears date; that he attested the same in the presence of the grantor and of the other witness, and that such other witness subscribed his name as a witness in his presence. — Given under my hand this 30 day of Jany A.D. 1879.

David Edwards J.P.

Filed for Record January 30 1879 & Recorded February 19 1879.

James T Leper Judge of Probate