Bishop J. W. To W. T. Smith

The State of Alabama) On or before 1st day of Nov 1879 I promise to pay to
Shelby County) the order of W T Smith Fifteen 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 Constitution
of the State of Alabama. The consideration of this obligation is an
advancement made by said W T Smith 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 my power to
procure the requirements to make such crop, and I hereby declare the
aforesaid advances or the amount thereof shall constitute a lien on
my entire crop grown on Logans plantation in Shelby County
Alabama, this year, in accordance with the Act approved January 15th

P

Satisfied Jan 1 1880
W T Smith

1866; and to further secure the payment of the aforesaid obligation according to the tenor and effect thereof I hereby also bargain sell and convey to the said W T Smith or agent or assign the following described personal property to wit: All of the construction that I make this year. For the sum of Fifteen dollars which amount has been paid to me and for which receipt is hereby given. In default of payment at maturity of the aforesaid obligation the said W T Smith or agent or assign is hereby authorized to take said property into his possession, sell the same as he may deem best, and apply the proceeds thereof to the payment of this obligation and expenses incident 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 W T Smith shall advance to the said J W Bishop during in 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. And the said J W Bishop hereby declare that the above conveyed property is his own, and that there is no lien or incumbrance on the same except fifty dollars. In further consideration of the premises I hereby also declare that there will be no outside crops on place owned by my wife, daughter, or any one whatsoever, but that this instrument is to constitute a lien on my part of the entire crop raised on said place this year.

Witness my Signature this 25th day of Jany 1879

Witness: J. F. Pope (attest) — J W his × mark Bishop

State of Ala } Personally appeared before me a Justice of the Peace J. F. Pope
Shelby County } who is personally known to me and made oath in due form of law that J W Bishop voluntarily signed the foregoing instrument in his presence the day the same bears date.

Given under my hand and this the 29 day of Jany A.D. 1879

David Edwards Justice of the Peace

Filed for Record January 31 1879 & Recorded February 2 1879.

James T Lupes Judge of Probate