Acton S. C.
To
W. A. Smith

The State of Alabama } Whereas I have received from W. A. Smith
Jefferson County } advances in supplies of meat, corn, farming tools and merchandise, amounting to eight + 60/100 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 Sixteen + 40/100 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 dark Sorrel Mare four years old named "Blake"

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 S V Acton 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, 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 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 note and 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 3rd day of February 1879.

Attest: W Linsford — S V Acton (L S)

Statement not a part of the Deed

I hereby state that I own in my own right the property conveyed above, and there is no prior lien on the same

W Linsford — S V Acton (L S)

Filed for Record February 5th 1879 & Recorded February 25th 1879

James T Leeper Judge of Probate