Mitchell Sal: To W.T. Smith

Filed Feb 1880 W.T. Smith

Satisfied

The State of Alabama } On or before the 1st day of Nov 1879 I
Shelby County } promise to pay to the order of W.T. Smith
Twenty 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 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 crop grown on my
own + P.T. Rays plantation worked by me in Shelby County, Ala-
bama this year in accordance with the Act approved January 15th
1866; and to further secure the payment of the aforesaid obliga-
tion according to the tenor and effect thereof I hereby also bar-
gain sell and convey to the said W.T. Smith or agent or assign
the following described personal property to wit: All of the corn
and cotton I make the present year, (except five hundred
pounds of lint cotton that goes to P.T. Ray for rents) and
one yoke of oxen named Tom + Ben
for the sum of Twenty five dollars, which amount has been paid
to me, and for which receipt is herewith 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 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 Sal Mitchell 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. And the said Sal Mitch-
ell 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 also declare that there
will be no outside crops on said places owned by my wife, daughter
or anyone whatsoever, but that this instrument is to constitute a lien
on the entire crop raised on said places this year save the exception made above.
Witness my signature this 8th day of Feby A.D. 1879, Sal x Mitchell
mark
Attest: J. F. Pope

State of Ala } Personally appeared before me J F Pope who is per=
Shelby County } sonally known to me and made oath in due form of
law that Sal Mitchell voluntarily signed the same in his pres=
ence on the day the same bears date.
Given under my hand this the 8th day of Feby A D 1879 David Edwards
Justice of the Place