

Bird T H The State of Alabama) On or before 1<sup>st</sup> day of Nov 1879 I promise  
 To Shelly County [to pay to the order of W T Smith  
 W T Smith Fifteen dollars for value received, The right of exception  
 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 ad-  
 vance sent made by said W T Smith of money and provis-  
 ions 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 advance, or the  
 amount thereof shall constitute a lien on my crop grown  
 on Howard Williams plantation in Shelly County Ala-  
 bama this year in accordance with the Act approved Janu-  
 ary 15<sup>th</sup> 1866; and to further secure the payment of the afo-  
 resaid 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  
 trust: One Sorrel Mare named Blaze, and a one horse wag-  
 on, the same that is now in my possession,  
 For the sum of Fifteen dollars, which amount has been  
 paid to me and for which receipt is herewith given,  
 In case of default of payment at maturity of the aforesaid obliga-  
 tion, the said W T Smith or agent or assign is hereby author-  
 ized 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 Thos H Bird 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 Thos  
 H Bird hereby declare that the above conveyed property is  
 my own, and that there is no lien or encumbrance on the  
 same. For further consideration of the premises I hereby  
 also declare that there will be no outside crops on said place,

owned by my wife daughter or any one what's ever, but that  
this instrument is to constitute a lien on the entire crop raised  
on said place this day of

Witness my signature this 8th day of Feby A.D 1879

Attest J. T. Pope

T. H. Bird

(State of Ala.) Personally appeared before me a Justice of the Peace  
Shelby County (aforesaid State) J. T. Pope who is personally known to me  
and made oath in due form of law that Thos H. Bird whose  
name is signed to the foregoing instrument voluntarily signed  
the same in his presence the day the same bears date,

Given under my hand this the 8<sup>th</sup> day of Feby A.D 1879

David Edwards

Justice of the Peace

Filed for Record March 1<sup>st</sup> 1879 & Recorded March 31<sup>st</sup> 1879

James T. Leiper Judge of Probate