Tate J M To W. T. Smith

Satisfied May 1880 W T Smith

The State of Alabama) On or before 1st day of Nov 1879 I promise
Shelby County) to pay to the order of W T Smith Thirty
dollars, for value received. The right of exemption under
the laws of Alabama is hereby waived as provided for in Sec-
tion 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
hereby declare the aforesaid advances or the amount thereof
shall constitute a lien on my crop grown on Col Turners plan-
tation known as the Hogg place in Shelby County Alabama,
this year, in accordance with the Act approved January 15th
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 my crop of Corn & cotton,
For the sum of Thirty 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 I hereby authorized to
take said property into his possession; sell the same as
he may deem best, and apply the proceeds thereof to the pay-
ment 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 M Tate during the pres-
ent 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 M Tate 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 place, owned by my wife daughter, or any one whatsoever, but that this instrument is to constitute a lien on the entire crop raised on said place this year.

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

Attest: J F Pope — J M Tate

State of Ala } Personally appeared before me a justice of the
Shelby County } Peace for State J. F. Pope who is personally known to me, and made oath in due form of law that J M Tate whose name is signed to the foregoing conveyance voluntarily signed the same in his presence the day the same bears date;

Given under my hand this the 8th day of Feby A D 1879. David Edwards
justice of Peace

Filed for Record March 1st 1879 & Recorded March 2nd 1879

James T Seeper Judge of Probate