McDaniel S.M. To Wm Abbercrombie

The State of Alabama
Shelby County

Whereas S.M. McDaniel + J.L. McCamy is justly indebted to Wm Abbercrombie by promissory note given Dec 23 and due November 1st 1879 for the sum of one dollar; and whereas, we have received from Wm Abbercrombie advances in supplies of meat, corn, farming implements and merchandise amounting to one dollar, to enable us to make a crop for the year 1879, which we obtained from him "bona fide" for the purpose of making a crop, and without such advances it would not be in our power to procure the necessary teams, provisions, and farming implements with which to make said crop; and whereas, he has agreed to make further advances to us, for the purpose aforesaid, not to exceed in all Forty dollars. Now, therefore in consideration of the premises, and to secure the said one dollar + advances, actual payment for advances and note above mentioned, and the further sum of one dollar paid by said Wm Abbercrombie, we hereby give to the said Wm Abbercrombie statutory lien on the entire crop of corn and cotton to be raised by us or the hands that we may employ year 1879 as provided for by Section 3286 of the Revised Code of Alabama: and to further secure the payment of the above note and said advances, we hereby bargain, sell and convey unto the said Wm Abbercrombie his heirs and assigns forever the following described property, to-wit: One Oxen about 4 years old + one milch cow about 7 years old + one yearling Cow's mark & brand the crop off, of left ear + over & under bit in right ear. also Sim M McDaniels one 3/4 wagon, otes + one yoke of oxen name Charlie + Dock. Now, if the said note and sums advanced, and to be advanced are paid up on or before 1st of November 1879 then this conveyance to be void and of no effect; but if we 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 then the said Wm Abbercrombie 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 Wm Abbercrombie 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 notes and advances, expenses etc; if there is any balance it is to be paid to the undersigned.

In testimony whereof we hereunto set our hand and affix our seal on this the 23d day of December 1879

Attest: T. M. Foster — S. M. McDaniel (L.S.)

J. J. Abercrombie — J. L. McCamey (L.S.)

Filed for Record March 8th 1879 & Recorded March 26th 1879

James T. Leper Judge of Probate