Byers R.J. To Wm Abbercrombie

The State of Alabama } Whereas R.J. Byers is justly indebted
Shelby County } to Wm Abbercrombie by promissory
note given January 10th 1879 and due November 1st
1879 for the sum of Nine & 14/100 dollars ~~to evidence said~~
~~note~~ and whereas I Robert J Byers have received
from Wm Abbercrombie, advances in supplies of meat
corn, farming tools and merchandise amounting to
Nine & 14/100 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 fur-
ther advances to me for the purpose aforesaid,
not to exceed in all fifty dollars. Now therefore
in consideration of the premises and to secure
said Wm Abbercrombie payment for advances and
note above mentioned I hereby give to the said
Wm Abbercrombie 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 3286 of the Code of 1876
State 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 Wm Abbercrombie
his heirs and assigns, the following described property
to wit: Three cows as follows Red, Flower & Red
head, one 3/4 iter wagon & one yoke of Oxen name
Buck & Charley.

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 I should fail to pay off the said sums of
money at the time and in the manner aforesaid, or
should see 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 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 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 15 day of January 1879

attest: Thos Rowan
L. O. Collins

R. J. his x mark Byers (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,

L. O. Collins
Thos Rowan

R. J. his x mark Byers (L.S.)

Filed for Record March 8 1879 & Recorded March 26 1879

James T Leeper Judge of Probate