

McDonald N.B. The State of Alabama) Whereas N.B. McDonald is justly indebted  
 To Shelby County (to Wm Abercrombie by promissory note  
 Wm Abercrombie given January 13<sup>th</sup> 1879 and due November 1<sup>st</sup> 1879 for the sum of  
 Fifty four + 66/100 Dollars and whereas N.B. McDonald have received  
 P from Wm Abercrombie advances in supplies, of meat, corn, farming  
 tools and merchandise amounting to Fifty four + 66/100 dollars to ena-  
 ble 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 further advances to me  
 for the purpose aforesaid, not to exceed in all seventy five dollars.  
 Now therefore, in consideration of the premises and to secure  
 said Wm Abercrombie 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 year 1879 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: one yoke of Oxen about 11 & 12 years old color one white & one Black name "Joe" & "Dick" & one  $\frac{3}{4}$  gr wagon, also one Deer Cow about 7 years old name Deer. 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 sell 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 13 day of January 1879

Attest: Jason N Folker

A. B. McDanall (L.B.)

J. I. Abbercrombie

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,

Jason N Folker }

A. B. McDanall (L.B.)

J. I. Abbercrombie }

Filed for Record March 8<sup>th</sup> 1879 & Recorded

March 27<sup>th</sup> 1879.

James T Leeper Judge of Probate