Williamson Berry T W.T. Smith P

The State of Alabama) On or before the 1st day of Nov 1879
Shelby County) A promise 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 Section 7 Article 10 in the Constitution of the State of
Alabama, The consideration of this obligation is an advance=
ment 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 requisiments to
make such crop, and I hereby declare the aforesaid
advances or the amount thereof shall constitute a lien
on all the cotton grown the present year on three acres
& to be one Bale of cotton at least, grown on W.W. Wallace
plantation 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 person=
al property to wit: three cows & two calves, Namely, Sue
Fanny, Rose & the two calves of Sue & Fanny.
for the sum of Thirty dollars, which amount has been
paid to me and for which receipt is herewith given,
On default of payment at maturity of the aforesaid
obligation, the said W.T. Smith or agent or assign is hereby
authorized 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

Satisfied & discharged
W.T. Smith
Feb 11 1880

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 Berry Williamson & wife 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 Berry Williamson & wife hereby declare that the above conveyed property is their own, and that there is no lien or incumbrance on the same. In further consideration of the premises we hereby also declare that there will be no outside crops on 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 as specified above

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

Attest: J. T. Pope Berry his + mark Williamson

State of Ala. } Personally appeared before me a Justice of
Shelby County } the peace for said county & State one J. T. Pope
who is personally known to me and made oath in due
form of law that Berry Williamson whose name is
affixed to the foregoing instrument, voluntarily signed
the same in his presence the day the same bears date,
Given under my hand this the 12 day of Mch A.D. 1879

David Edwards
Justice of the Peace

Filed for Record March 13 1879 & Recorded April 17
1879 James T Leeper Judge of Probate