Gordner W.L. To B.A. Lester

The State of Alabama) On or before 1st day of Nov 1879 I promise Shelby County) to pay to the order of B.A. Lester One hundred and nineteen and fifty Six cts; 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 advancement made by said B.A. Lester 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 I hereby declare the aforesaid advance or the amount thereof shall constitute a lien on my crop grown on my 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 B. A. Lester or agent or assign, the following described personal property to wit: One blind Mule, one bay horse colt three years old in June, two cow & calves marked with a crop & half in the right ear & crop. Split and under bit in left — and my entire cotton crop, For the sum of One hundred & nineteen & 66/100 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 B. A. Lester 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 if said obligation is paid at maturity this conveyance is null and void, and it is further agreed if the said B. A. Lester shall advance to the said W. L. Gardner 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 W. L. Gardner 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, — hereby also declare that there will be no outside crops on — place cultivated by wife daughter or any one whatsoever, but that this instrument is to constitute a lien on the entire crop raised on — place this year,

Satisfied and discharged Nov. 2 1879 B. A. Lester

Witness — Signature this 28 day of Feb 1879

Attest: W. L. Gardner

The State of Ala } I, C. C. Gilbert a Notary Public & Ex officio
Shelby County } Justice of the Peace for said county hereby certify that Wm L Gardner whose name is signed to the foregoing Conveyance & who is known to me, acknowledged before me on this day that being informed of the contents of this Conveyance, he executed the same on the day the same bears date, In witness whereof I hereunto set my hand this the 28th day of February 1879,

C. C. Gilbert
N. P. & Ex Off J. P.

Filed for Record March 14 1879 & Recorded April 17 1879

James T Leper Judge of Probate