Harmon Chas & Joel Barnett to Jas Marks & Co.

The State of Alabama
City & County of Montgomery } Whereas we are indebted to James Marks & Co in the sum of Three thousand Dollars ($3000.00) to be paid to them on the 1st day of November next 1872 at their office in the City of Montgomery Ala with interest thereon from this day, and have executed our note or writing to them for said indebtedness is as follows,

$3000.00 Montgomery Ala January 3d 1872

On the 1st day of November next we promise to pay James Marks & Co. at

their office in the city of Montgomery Ala the sum of Three Thousand Dollars with interest from date, hereby declaring that said amount was obtained from the said James Marks & Co Bona fide as an advance for the purpose of making a crop, and that without such advance it would not be in our power to secure the necessary team, provisions and farming implements to make a crop,

Chas Harmon
Jos Barnett "

And whereas also in consideration of the promise and agreement hereinafter mentioned & made, by the said James Marks & Co. we have promised and agreed and do hereby promise and agree with the said James Marks & Co to deliver to them between the 1st of September and the first day of January next at their Warehouse in the city of Montgomery Ala and hundred & fifty (150) Bales of Cotton of the average weight of five hundred pounds and the average quality of Low Middlings for storage at the usual rates in said City of Montgomery, and for sale for two and one-half per cent on the amount of sales, in consideration of which said promise and agreement, so made by us, the said James Marks & Co both promised and agreed, and do hereby promise and agree, to provide and furnish good storage for the cotton so delivered, and to sell said cotton for commission as aforesaid and we also, in consideration of the promise & agreement as aforesaid made by the said James Marks & Co. do further promise and agree that in default of delivery to them of the said Three hundred bales of cotton of the average weight and quality as herein agreed upon or any part of the same, to pay the said James Marks & Co on the 1st day of January next as liquidated damages, the usual rates of storage in said City of Montgomery for one month, on the number of Bales so failed to be delivered, and also an amount equal to two and one half per cent on the value in said City of Montgomery on the 1st day of November next, of said cotton so ~~delivered~~, failed to be delivered,

Now therefore, in order to secure the payment of said note or notes, the delivery of said Cotton for storage and sale as herein agreed upon, the payment of said

stipulated damages in case of default made therein by us, and also to secure the payment of any future indebtedness due and owing by us to the said James Marks & Co whether for future advances, supplies of bagging rope and ties, the payment of bills and drafts accepted for our accommodation, or otherwise, all of said indebtedness, however to be due and owing, to the said James Marks & Co. by the 1st day of January next we do hereby grant, bargain and sell unto the said James Marks & Co, their survivors and assigns, the following described property to wit: The Entire Crop of Cotton and Corn which may be made and grown during the present year, on the plantation in Montgomery County rented formerly S & B Mathews which we are cultivating the present year, Also Thirteen head of mules which are to be used on said plantation the present year,
to have and to hold to the said James Marks & Co their survivors and assigns forever, Provided however, That in case of the payment of the money due by said note or writing, and the delivery of said Cotton as herein agreed upon, or the payment of damages as herein stipulated on the default of the delivery of said Cotton or any part thereof as aforesaid, and the payment of all said future indebtedness to the said James Marks & Co as aforesaid then these presents to be void. But in case of our default in the payment of said note or writing in the payment of the damages herein stipulated and agreed on, Consequent upon the non delivery of said Cotton or any part thereof, as herein agreed upon, or in the payment of said future indebtedness as herein agreed upon, then and in that case, said James Marks & Co or their agents, may enter upon said real property hereby conveyed, and take possession of said personal property and sell said Crop of corn and cotton at public auction, for cash at said plantation, or in the City of Montgomery Alabama, and the said other real and personal property hereby transferred and assigned, at public auction in the said City of Montgomery, upon giving twenty days notice of such sale or sales, by ad

vertisement in some newspaper published in said City, applying the proceeds of said Sale or sales, first to the payment thereof, and then to the payment of the amount due by said note or notes, the damages due as herein stipulated for the failure to deliver said Cotton, or any part thereof, and the amount of said future indebtedness, owing to said James Marks &c., and the balance if any there be, to be paid to And we do hereby covenant and agree to warrant and defend the titles made on said Sale or sales against all persons,

In Witness whereof we have hereunto set our hands and seals this 5 day of January 1872

Signed sealed in the presence of
W. F. Smith
Alex Given

Chas Harrison (L.S.)
Jacob Barrett (L.S.)

(Federal Revenue $3.00)

The State of Alabama
Montgomery County } I Wm J. Cameron Notary Public in and for said County hereby certify that W. F. Smith a subscribing witness to the foregoing Conveyance Known to me, appeared before me on this day and being sworn stated that Chas Harrison & Jacob Barrett, the grantors in the Conveyance voluntarily executed the same in his presence, and in the presence of the other subscribing witness on the day the same bears date, that he attested the same in the presence of the grantors, and of the other witness, and that such other witness subscribed his name as a witness in his presence,

Given under my hand this the 10th day of January 1872.

Wm J. Cameron
Notary Public

Filed June 12th 1873 for Record in my Office, and Recorded June 17th 1873,

J. T. Lupin
Judge of Probate,