Cunningham
J. Skinner
v.
John Henderson
To
Registers & Rec.

State of Alabama }
County } Know all men, That the undersigned J. Skinner Cunningham & John Henderson have this day executed a note to Registers & Rec. for the sum of seventy one dollars dollar due the 15th day of November 1876, bearing even date with this Deed which was given for advances in necessary provisions, horses, mules, farming implements and in money to purchase the same obtained by us from them bona fide, for the purpose of making a crop, and that without such advances it would not be in our power to procure the necessary teams, provisions and farming utensils to make a crop, And we also, hereby declare that said advances, or the amount thereof, shall be a lien on our crops, grown the present year in said county, to make which they were procured, and on the stock furnished, or which we may buy with the money so advanced in accordance with the statute of Revised Code of the State of Alabama. Now to further secure the punctual payment of the above described note, with all further advances that may, from time to time be made to us, And also for the further consideration of one dollar to us in hand paid, the receipt of which is hereby acknowledged we have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto the said Registers & Rec. all our crop of corn and cotton to be grown this year, in said county. Also three cows and one calf, and one dark bay horse 10 years old, To have and to hold

The same to the said Regenstein & Co. their heirs and assigns, forever. The conditions of the above Obligation are: That we are to deliver all our entire crop to be grown the present year, to Regenstein & Co in Montevallo as fast as the same can be prepared for market, to be sold by them, and the proceeds applied to the payment of this mortgage and if the said note, and all other liabilities, which may have accrued on the same, are paid by the 15th day of November, 1876, then this deed to be null and void. But if the above note and all liabilities accruing thereon are not paid by the said 15th day of November 1876, then in that event, the said Regenstein & Co, their Agent and Attorney shall hereby be fully authorized and empowered to take any of the above described property, or any other effects of ours, wherever found, into possession and sell the same whether in possession or not at a private or public sale for cash, and pay off said note and all other liabilities, together with all costs that may in any way accrue in selling said property and foreclosing this mortgage, we hereby affirm that there is no other lien or mortgage on said property, and that we will interpose no interference to its delivery and sale. Given under our Hands and Seals, this 20th day of March 1876.

Witness,
W B Browne

J. Skinner his x mark Cunningham (seal)
John his x mark Hudson (seal)

The State of Alabama } I, W.B. Browne Justice of
County } The Peace for said county

hereby certify that J. Skinner Cunningham and John Hudson whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that being informed of the contents of they conveyance they executed the same voluntarily on the day the same bears date. Given under my hand this 20th day of March AD. 1876.

W.B. Browne J.P.

Filed for Record March 22d 1876 & Recorded March 29th 1876
James T. Leper, Judge of Probate