Kendrick
David T.
vs
Regenstein & bro

State of Alabama, }
Shelby County, } Know all men, that the undersigned David T. Kendrick has this day executed a note to Regenstein & bro for the sum of Twenty dollars due by 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 me from them bona fide, for the purpose of making a crop and that without such advances it would not be in my power to the necessary teams, provisions and farming utensils to make a crop, And I also hereby declare that said advances, or the amount thereof shall be a lien on my crops, grown the present year, in said county, to make which they were procured and on the stock furnished, or which I may buy with the money so advanced in accordance with the Statute of the 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 me, and to secure the payment of commissions of 2½ per cent. on the proceeds of bales of 500 pounds lint cotton each for . And also for the further consideration of one dollar to me in hand paid, the receipt of which is hereby acknowledged I have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto the said Regenstein & bro all my crop of corn and cotton, to be grown this year in said county. Also one black mare 8 years old, two cows and calves and two sows, To have and to hold the same to the said Regenstein & bro his heirs and assigns forever. The conditions of the above Obligation are: That I am to deliver all my cotton crop to be grown the present year to Regenstein & bro. 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 all other liabilities accruing thereon are not paid by the said 15th day of November 1876, then in that event, the said Beneficiary or her Agent or Attorney, shall hereby be fully authorized and empowered to take any of the above described property, or any other effects of mine 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, I hereby affirm that there is no other lien or mortgage on said property and that I will interpose no interference to its delivery and sale.

Given under our Hands and Seals, this 9th day of February 1876.

Witness, W.B. Browne } David T. his X mark Kendrick (Seal)

The State of Alabama } I, W.B. Browne Justice

Shelby County } of the Peace for said county hereby certify, that David T. Kendrick whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand this 9th day of Feby 1876. A.D.

W.B. Browne J.P.

Filed for Record March 22 1876 & Recorded March 27 1876

James T. Lupe Judge of Probate