Mulkey W.A. v
A.J. Mulkey
To
J.H. Franklin
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State of Alabama } Know all men, that the
Shelby County } undersigned W.A. and
A.J. Mulkey have this day
executed a note to J.H. Franklin for the sum of
Fifty four Dollars, due the 1st day of Oct. 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 him
bona fide, for the purpose of making co.

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 Statutes 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 him, 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 J. R. Franklin all our crop of corn and cotton, to be grown this year, in said county. To have and hold the same to the said J. R. Franklin his heirs and assigns, forever.

The conditions of the above obligation are: That we to deliver all our cotton crop to be grown the present year, to J. R. Franklin in Montgomery as fast as the same can be picked and fit for market, to be sold by him, 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 1st day of Oct. 1876, then this deed to be null and void. But if the above note and all other liabilities accruing thereon are not paid by the said 1st day of Oct 1876, then in that event the said J. R. Franklin Agent or 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 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 17th day of Apr. 1876 —

Witnesses, A. C. Reynolds
Thos Harris

W. H. Mulkey (Seal)
L. J. Mulkey (Seal)

State of Alabama } I, W.B. Brown, Justice of the
County } Peace for said county,
Hereby certify that T.H. Davis
a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being duly sworn, stated that W.H. Mulkey & J.J. Mulkey the grantor in the foregoing conveyance 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 grantor and of the other witness; and that such other witness subscribed his name as a witness in his presence –

Given under my hand, this 30th day of May A.D. 1876 –

W.B. Brown

Filed for Record May 31st 1876 & Recorded June 1st 1876.

J.T. Leper, Judge of Probate