H J Horton
To
C C Vandergriff

State of Alabama } Know all men by these presents, That
Shelby County } the undersigned H J Horton has
this day executed one note to C C Vandergriff for the
sum of twenty five Dollars, and payable on the 1st day
of Nov 1877, bearing even date with this deed, which
was given for advances in necessary Provisions, Horses, Mules
and farming implements, and in money to purchase
the same, obtained by me from a bona fide, for the
purpose of making a crop, and without said advan-
ces it would not be in my power to procure the necessa
ry 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, on

which I may buy with the money so advanced in accordance with the Statute of the Revised Code of the State of the 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
In consideration of said advances and to further secure the payment of the Note above specified according to the tenor and effect thereof I have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto the said C. C. Vandergrift the following described personal property, to-wit; All of my crop of corn and cotton, to be grown this year, in said county, and one Bay mare about ten years old one Black cow about six years old one Brindle Cow about ten years old. Also, the following described Real Estate, lying in the County of and State aforesaid, to wit;
To have and to hold the same to the said C. C. Vandergrift heirs and assigns, forever. The right of exemption under the laws of Alabama, is hereby waived as provided for in Section 7, Article X, in the Constitution of the State of Alabama.
~~To have and to hold the same to the said C. C. Vandergrift heirs and assigns~~
The Conditions of the above Obligation are;—That I am to deliver all my cotton crop to be grown the present year, to C. C. Vandergrift 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 1st day of Nov 1877, then 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 Nov 1877, then, in that event, the said C. C. Vandergrift 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

Satisfied and discharged
C. C. Vandergrift

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, and 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 3rd day of march 1877

Witness H J Horton (Seal)

W.B. Hare

R Steele

Filed in the Probate office Shelby Ala for Records March 5" 1877 and Recorded April 25th 1877

James T Leeper Judge of Probate