Thos Howell
To
C C Vandergrift

State of Alabama } Know all men by these presents, That the
Shelby County } undersigned Thos Howell has this day exe
cuted one note to C C Vandergrift for the sum of, Twenty
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
advances it would not be in my power to procure the
necessary Teams, Provisions and farming utensils to
make a crop, And I also hereby that said advance 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 the
Alabama,

Thos Howell to C C Vandergrift

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 se
cure 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 accord-
ing 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

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 here-
by waived as provided for in Section 7, Article X, in
the Constitution of the State of Alabama,

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 E C Vandergriff Agent or Attorney, shall hereby be fully authorized and empowered to take any of the above described property or any other effects of mine whenever 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, 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 1st day of March 1877

Witness Thos Howell (Seal)

R Steele W B Hare

Filed in the Probate office Shelby County Ala March 5th 1877 and Recorded April 25th 1877

James T Lespur Judge of Probate