C C Jones & B S Smith To C C Vandergrift

State of Alabama, Shelby County } Know all men, that the undersigned C C Jones & B S Smith have this day executed one note to C C Vandergrift the sum of Forty one 75/100 Dollars, due the 1 day of Nov 1877, 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 a 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

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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 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 us 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 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 C C Vandergriff all our crop of corn and cotton, to be grown this year, in said county. Also one sorrel mare about four years old two Red Steers about seven years old one two Horse wagon
To have and to hold the same to the said C. C. Vandergriff his heirs and assigns, forever
The Conditions of the above Obligation are: That we are to deliver all our cotton crop to be grown the presents year, to C. C. Vandergriff in Montevallo Ala, 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 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 Nov 1877, then in that event, the said C 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 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 7th day of Feby 1877

C. C. Jones (seal)
B S Smith (seal)

Witness W C Chambless Sylvester Steele

Satisfied and discharged
C C Vandergriff

Filed in the Probate Office Shelby Co Alabama for Record March 5 1877 and Recorded April 26th 1877

J T Leeper Judge of Probate