N E Bratton
E M Bratton
To
C C Vandergrift

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State of Alabama } Know all men by these presents,
Shelby County } That the undersigned Bros
N E Bratton & E M Bratton has this day executed
two note to C C Vandergrift for the sum of
Forty five 31/100 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 us from
a bona fide, for the purpose of making a crop,
and without said advances it would not be in
our power to procure the necessary Teams, Provis-
ions and farming utensils to make a crop. And we
also hereby declares that said advances or the amount
thereof, shall be a lien on our crops, grown the present
year, in said county, to mature which they were
procured, and on the stocks furnished, or which

we 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 us, and to secure the payment of commissions of 2 1/2 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, we 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 our crop of corn and cotton, to be grown this year, in said county, and one Bay mare mule about twelve years old One two Horse wagon
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,
The Conditions of the above Obligation are: That we are to deliver all our 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 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, and 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

Sales

Sales cancelled as shown
C C Vandergrift

Given under our hands and seals, this 27th day of Feb 1877

Witness

R Steele

C Williams

N E Bratton (Seal)

E M Bratton (Seal)

Filed in the Probate office Shelby Co Ala for Record March 5th 1877 and Recorded April 27th 1877

J T Leeper Judge of Probate