Norphlus Evans & John J Evans To C C Vandergriff

State of Alabama } Know all men by these presents,
Shelby County } That the undersigned Norphlus Evans & John J Evans have this day executed one note to C C Vandergriff for the sum of Seventy 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 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, 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 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

Satisfied and discharged C C Vandergriff

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

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 Vandergriff the following described personal property to wit, All of crop of corn and cotton, to be grown this year, in said county and one mouse colored mare mule about four years old one mouse colored horse mule about six 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 Vandergriff his 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 Vandergriff 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 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 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 sale
Given under our hands and seals, this 19th day of Feb 1877

Witness
C C Williams
W C Chamble

Norpholis his X mark Evans (Seal)
John J. his X mark Evans (Seal)

Filed in the Probate office Shelby Co Ala for Record march 6th 1877 and Recorded April 27th 1877

James T Leeper
Judge of Probate