Wesley Perry
To
C C Vandergriff

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State of Alabama } Know all men by these presents,
Shelby County } That the undersigned Wesley Perry has this day executed on note to C C Vandergriff for the sum of Thirty Seven 75/100 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 me from a bona fide, for the purpose of making a Crop, and without said advance it would not be in my power to procure the necessary Teams, Provisions and farming utensils to make a crop. And I also hereby declare 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.

Now, to further secure the punctual payment of this 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 Vandergriff 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 Blind swell mare one Red cow about four years old one Red & white spotted cow about three years old one Red steer & one Dun Steer about seven years old one two horse wagon

Satisfied and discharged
C C Vandergriff

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 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 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 7th day of Feby 1877

Witness — Wesly his x mark Perry (Seal)

W B Hare

H C Chamblee

Filed in the Probate office Shelby Co Ala for Record March 5th 1877 and Recorded April 30th 1877

J T Leper Judge of Probate