David Hastins
To
James Lindsey

State of Alabama } Know all men by these Presents, That the
Shelby County } undersigned David Hastins has this day executed one note to James Lindsey for the sum of Seventy seven 57/100 Dollars, and payable on the 1st day of Dec 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 declare that said advances or the amount thereof, shall be a lien on my crops, grown the present, in said county, to mature which they are planted, and on the stocks 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 the 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 mine have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto the said James Lindsey 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 sorrell Horse about twelve years old one bay Horse mule about twelve years old one wagon one Red & White steer about nine years old one Black Steer about eight years old one black cow about four years old one Red cow about five years old one Red cow about six years old Two Red & white Heifers Three Red & white from 2 to 3 years old one Red Ribed Bull about two years old,

To have and to hold the same to the said James Lindsey 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 I am to deliver all my cotton crop to be grown the present year to James Lindsey 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 Dec 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 Dec 1877, then, in that event, the said James Lindsey 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 8th day of march 1877

Witness

C C Vandergrift

Sylvester Steele

his
David x Harsine
mark

For and in consideration of the sum of Twenty two 98/100 dollars I hereby transfer & assign to C. C. Vandergrift the within mortgage & note.

March 8th 1877

James Lindsey

The following is to be found in the margin of the original mortgage to wit The crop is hereby released from in this mortgage,

Filed in the Probate office Shelby County for Record March 9th 1877 and Recorded May 7th 1877

J T Leeper Judge of Probate