Rufus M Acton To C C Vandergrift

State of Alabama } Know all men by these presents,
Shelby County } That the undersigned R M Acton has this day executed one note to C C Vandergrift for the sum of Sixty 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 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 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 the above described note, with all further advances that may, from time to time, be made to me, and ~~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 effects thereof I 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 my crop of corn and cotton, to be grown this year, in said county, and one whitish cow about 6 years old & a calf, one spotted cow about 4 years old, Three yearlings about 2 years old.

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 ~~as fast~~ 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

Satisfied and released
C C Vandergrift

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 20th day of March 1877

Witness W. B. Hare — Rufus M Acton (Seal)

W C Chamblee

Filed in the Probate office Shelby County Ala for record April 4th 1877 and recorded May 30th 1877

J T Leeper
Judge of Probate