Bain G. C. Et als To T. B. Miller P

The State of Alabama } Whereas G. C. Bain, S. C.
Shelby County } Bain & N. M. Bain are justly indebted to Thos B. Miller by promissory note given Feby 9th 1877 and due October 1st 1877 for the sum of Five hundred and nine 50/100 dollars and whereas we have received from Thos B. Miller advances in cash to purchase supplies of meat, corn, farming utensils implements and merchandise, amounting to Twenty five dollars to enable us

to make a crop for the year 1877 and was obliged from him bona fide for the purpose of making a crop and without such advances it would not be in our power to procure the necessary teams provisions and farming implements with which to make said crops.

Now therefore, in consideration of the premises, and to secure the said payment for the advances and the above mentioned and the further sum of one dollar, paid in hand by said Thomas B Miller Mr Lumby give to the said Thomas B Miller a statutory lien on entire crop of corn and cotton to be raised on the plantation this year as provided for by section 1858. of the Revised Code of Alabama; And to further secure the payment of the above note and said advances Mr Lumby bargains sell and convey unto the said Thomas B. Miller his heirs and assigns forever, the following described property to wit: One bay horse called John, one bay mare called Hannie and one mouse colored horse mule called Job. We also agree to deliver all the cotton that we may make or cause to be made to Thomas B. Miller's Gin.

Now if the said note and sums advanced are paid up on or before the 1st day of October 1877. then this conveyance to be void and of no effect, but if we should fail to pay off the said sums of money at the time and in the manner aforesaid or should sell or attempt to sell the said property or any part thereof, or move the same from the limits of the County, then the said Thomas B. Miller shall be authorized by these presents to take said crops and property into possession, and sell the same to the highest bidder for cash after giving five days notice, by posting, at two public places in said County of time and place of sale, and with the proceeds of said sale pay off said note and sums advanced, with interest a-

This mortgage is satisfied and cancelled
Sept 30 1878
T. B. Miller

= Crop thereon, and the expenses attending said sale, and the said Thomas B Miller may lawfully authorize any other person in writing, to take possession of said crops and property and to sell the same as aforesaid — After paying off said notes and advances, expenses &c, if there is any balance it is to be paid over to the undersigned — In testimony whereof I hereunto set our hands and affix our seals on this the 9th day of ~~April~~ Feby 1877.

Attest.

G. C. Bain (seal)
W. M. Bain (seal)
S. C. Bain (seal)

The State of Alabama
Shelby County } I N. Lee, a Justice of the Peace for said County hereby certify that G. C. Bain, S. C. Bain and W. M. Bain whose names are signed to the foregoing Conveyance and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Witness my hand this 31st day of March 1877.

N. Lee J. P.

Filed for Record April 10th 1877 and Recorded June 21st 1877.

James F. Leeper
Judge of Probate.