Cunningham A.J. To H.C. Reynolds & Co

Know all men by these Presents, That the un-
designed has this day executed to H.C. Rey-
nolds & Co a note for the sum of Twenty five
dollars and payable on the 1st day of October
1877. bearing even date with this deed, which
was given for advances in necessary Provisions
Horses mules and farming utensils, and in
money to purchase the same, obtained by me
from them 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 farm-
ing utensils to make a crop, and I hereby
also declare that said advances or the amount
thereof shall be a lien on my crops grown
the present year in said County to make
which they are procured, and on the stock
furnished, or which I may buy with the
money so advanced in accordance with
the Statutes of the Revised Code of the State
of Alabama.
Now to 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
of Cotton each for.
In consideration of said advances
and to further secure the punctual pay-
ment of the note above specified, according
to the tenor and effect thereof I have
bargained sold and conveyed, and by
these presents grant bargain sell and
convey unto the said H.C. Reynolds & Co
the following described personal property
to wit: All of my Cotton crop and corn
crop, to be grown the present year in
said County and one horse mule, crop
grown on Cunninghams land.
Also the following described Real Estate
lying in the County of and State
aforesaid, to wit:
To have and to hold to the

said H. C. Reynolds & Co their heirs and assigns, forever. The right of Exemption under the laws of Alabama, as provided for in section 7, Article 10 of the Constitution is hereby waived.
The Conditions of the above obligations are that I to deliver all my Cotton Crop to be grown the present year to H. C. Reynolds & Co as fast as the same can be prepared for market, to be sold by them and proceeds applied to the payment of this mortgage. and if the said note and all other liabilities which may have accrued on the same and paid by the 1st day of Oct 1877 then deed to be null and void. But if the above note and all other liabilities accruing thereon and not paid by the said 1st day of October 1877, then and in that event the said H. C. Reynolds & Co 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 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 25 day of April 1877.

Witness
Milton Allen.
Thos H. Harris.

Alfred his x mark Cunningham (Seal)

State of Alabama — Shelby County.
I Frank Nolen N. P. & Ex Off J. P. hereby certify that T. H. Harris a subscribing witness to the foregoing Conveyance, known to me, appeared before me on this day

and being duly sworn states that Alfred Cunningham the grantor in the foregoing conveyance, voluntarily executed the same in his presence, and in the presence of the subscribing witness on the day the same bears date. That he attested the same, in the presence of the grantor and of the other witness and that such other witness subscribed his name as a witness in his presence.

Given under my hand this 27 day of April A.D. 1877.

Francis Malone
N.P. & Ex Off J.P.

Filed for Record May 9 1877, and Recorded July 13 1877.

J. T. Lefler
Judge of Probate.