Amos E Nelson
To
C C Vandergrift

State of Alabama } Know all men by these presents that the
Shelby County } undersigned Amos E Nelson has this day
executed one note to C C Vandergrift for the sum of fifty
five 91/100 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 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 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 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 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 Sorrel Horse about 10 Years old, one two Horse wagon, 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, 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.

Satisfied and cancelled C C Vandergrift

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 & Seals this 8th day of Aug 1877.

Witness R Steel
W C Chambles

Amos E Nelson (L S)

Filed in the Probate office Shelby Co Ala for Record October 1st 1877 and Recorded October 12th 1877 J T Lefler Judge of Probate