Nelson Amos To Hirscher Bros

The State of Alabama } Know all men by these
Shelby County } presents, that the note of
even date herewith to Hirscher Bros for the sum
of Fifty Dollars, and due on the first day of November
1878, was given for advances in necessary provisions
mules, and farming implements, and in money
to purchase the same, obtained by me from them
"bona fide", for the purpose of making a crop, and
that without said advances it would not be in
my power to procure the necessary teams, provis-
ions and farming implements to make a crop.
And I also hereby declare that said advances, or the
amount thereof, shall be a lien on my crop grown
on F. A. Nelson place, in Shelby County Alabama,
this year, to make which they were procured, and
on the stock furnished, or which I may buy with
the money so advanced; in accordance with Sections
1858 to 1860, inclusive, of the Revised Code of the
State of Alabama. In consideration of said advan-
ces, and to further secure the payment of the note
above specified I do hereby grant, bargain sell
and convey to the said Hirscher Bros, the follow-
ing described property, to-wit: All of the said crop
of cotton and corn raised on said plantation dur-
ing the present year, and One ~~Cream colored Horse~~ Bay Mare
about 9 years old 1 black cow & 1 red & white calf
& 1 two horse wagon. To have and to hold the above
described property to said Hirscher Bros, their heirs
and assigns forever. The right of exemption un-
der the laws of Alabama is hereby waived, as pro-
vided for in Section 7 Article ten in the Consti-
tution of the State of Alabama. And if said note
is not paid at maturity, the said Hirscher Bros are
hereby authorized to take the above described prop-
erty into possession, and sell the same as they may
deem best, and apply the proceeds thereof to the pay-
ment of said note and the expenses of keeping
and selling the said property; upon this condition,
nevertheless, that if said note is paid at maturity,
this conveyance is to be void, except as to said crop.
And it is further agreed that if the said Hirscher
Bros shall advance to the said Amos E Nelson

Satisfied & Discharged
Oct 17th 1878

during the present year any money or provisions over and above the amount of said note, This instrument shall also stand as security for the same as fully as if included in said note, not exceeding Fifty Dollars. It is further understood that nothing herein contained shall affect or impair the lien or remedy given to the said Heirscher Bros upon and against said crop, by said sections of the Revised Code of Alabama. And the said Amos E Nelson hereby declare that the above conveyed property to his own, and that there is no lien or incumbrance upon the same except this one to Heirscher Bros. In further consideration of the premises hereby bind to ship or deliver entire crop of cotton raised this year to said Heirscher Bros to be sold by them.

Given under my hands and seals this 2d day of March 1878. Amos E Nelson (L S)

in presence of: J. P. Spencer

The State of Alabama } I. A. M. Elliot clerk of the
Shelby County } Circuit Court, hereby certify that John P Spencer a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being duly sworn, states that Amos E Nelson the grantor in the conveyance, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor and of the subscribing witness, and that such other witness subscribed his name as witness in his presence.

Given under my hand this 2d day of March A. D. 1878. A. M. Elliot clerk

Filed for Record March 4d 1878 and Recorded Same day. J T Leeper Judge of Probate