Shearmon J M & P J Henderson To Jas H Page

The State of Alabama, Shelby County } Know all men by these presents, that we are indebted to Mr J. Lofin Gen mch this 4 day of March 1878 for further advances in money 5 7/100 dollars

Mr J. Lofin please to credit this mortgage that we gave to Mr Page June 16 1878 J. T. Lofin Agent for Page

that the note of even date herewith to James H Page for the sum of Twenty Seven & 57/100 Dollars, and due on the 1st day of November 1878, was given for advances in necessary provisions, mules, and farming implements, and in money to purchase the same, obtained by us from him "bona fide", for the purpose of making a crop, and that without said advances it would not be in our power to procure the necessary teams, provisions, and farming implements to make a crop. And we also hereby declare that said advances, or the amount thereof shall be a lien on our crops grown on our plantation, in Shelby County, Alabama, this year, to make which they were procured, and on the stock furnished, or which we 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 advances, and to further secure the payment of the note above specified, we do hereby grant, bargain, sell and convey to the said James H Page the following described property, to wit: All of the said crop of cotton and corn raised on said plantation during the present year, and 1 sorrel Horse Mule 9 years old called "Jack" also 1 cow & calf; red Colored called "Reddy". To have and to hold the above described property to said James H Page and his heirs and assigns, forever. The right of exemption under the laws of Alabama is hereby waived, as provided for in Section 7 Article Ten, in the constitution of the State of Alabama. And if the said note is not paid at maturity, the said James H Page is hereby authorized to take the above described property into possession, and sell the same as he may deem best, and apply the proceeds thereof to the payment of said note and advances herein after mentioned, 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 James H Page shall advance to the said J M Shearmon and P J Henderson during the present

Filed & Recorded July 15th 1878 R Albright Judge of Probate

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 Twenty Seven & 57/100 dollars. It is further understood that nothing herein contained shall affect or impair the lien or remedy given to the said James H Page upon and against said crop, by said sections of the Revised Code of Alabama. And the said J.M. Sheppard & P J Henderson hereby declare that the above conveyed property is their own, and that there is no lien or incumbrance upon the same except —

In further consideration of the premises hereby bind to ship or deliver entire crop of cotton raised this year to said James H Page to be sold by him. Given under our hands & seals this 2d day of March 1878. J M. Sheppard (LS)
in presence of: P.J. Henderson (LS)

The State of Alabama } I Angus Sullivan an Acting
Shelby County } Justice of the Peace in and for said county do hereby certify that J M Sheppard P J Henderson 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 2d day of March 1878

Angus, Sullivan J. P.

Filed for Record March 4d 1878 and Recorded March 5d 1878 J T Leper Judge of Probate

Satisfied Nov 1/79
Jas H Page