Doke Tom
To
Hirscher Bros

P

The State of Alabama, } Know all men by these presents,
Shelby County } That the note of even date herewith to Hirscher Bros, for the sum of Twenty five 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 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, provisions 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 my own 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 1869, 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, I do hereby grant, bargain, sell and convey, to the said Hirscher Bros, the following described property, to wit: All of the said crop of cotton and corn raised on said plantation during the present year, and One (1) Grey Horse about 13 years old named Bob, To have and to hold the above described property to said Hirscher Bros, their heirs and assigns forever. The right of exemption under the laws of Alabama is hereby waived, as provided for in Section 7 Article 10 in the Constitution of the State of Alabama. And if the said note is not paid at maturity, the said Hirscher Bros are hereby authorized to take the above described property into possession, and sell the same as they may deem best, and apply the proceeds thereof to the payment 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 Tom Doke, during the present year any money or provisions over and above the amount of said note, this

Satisfied
Satisfied by Release

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 vendor's given to the said Hirscher Bros. upon and against said crop, by said sections of the Revised Code of Alabama. And the said Tom Dake hereby declare that the above conveyed property is his own, and that there is no lien or incumbrance upon the same except this one to Hirscher Bros. For further consideration of the premises, — hereby bind — to ship or deliver — entire crop of cotton raised this year to said Hirscher Bros, to be sold by them.

Given under my hands and seals this 9th day of March 1878, in presence of

J P Spencer

Tom his x mark Dake (SS)

The State of Alabama } I. A. M Elliott Clerk of the
Shelby County } Circuit Court for said County, 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, stated that Thomas Dake, 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 9th day of March A.D. 1878;

A M Elliott Clerk

Filed for Record March 11th 1878 and Recorded March 12th 1878

J T Leeper Judge of Probate