Elliott John
To
Hirscher Bros

The State of Alabama } Know all men by these presents, that the note
Shelby County } 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 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 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 James Stowe's 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 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 the said crop of cotton and corn raised on said plantation during the present year, and One (1) Sorrel Mule named Beck about 10 years old, two milk cows named Mary & Sullie & two calves, One (1) Ox wagon, three Sows and fifteen Pigs. 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 said note is not paid at maturity, the said Hirscher Bros ~~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 the said ~~Hirscher Bros~~ 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 John Elliott 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 One hundred dollars, It is further understood that nothing herein contained shall affect or impair the lien or security given to the said Hirscher Bros, upon and against said crop, by said Sections of the Revised Code of Alabama. And the said John Elliott hereby declare that the above conveyed property is his own, and that there is no lien or incumbrance upon the same except One to Jackson Porter for thirty dollars on the mule & cows. In further consideration of the premises — hereby by — 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 22 day of March 1878

in presence of: D. M. Cruikshank } John his X mark Elliott (L.S.)

The State of Alabama } I, Amos M Elliott Clerk of the Cir-
Shelby County } cuit Court, hereby certify that D M Cruikshank was a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being duly sworn, stated that John Elliott 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 was dated; 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 22 day of March A.D. 1878.

A. M. Elliott Clerk

Filed and Recorded March 23 1878

J T Leeper Judge of Probate