Hope James
To
Hirscher Bros

The State of Alabama, Know all men by these presents, That the
Shelby County } note of even date herewith to Hirscher Bros
for the sum of Fifty dollars and due on the first day of Nov-
ember 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 pur-
pose 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 pro-
cured, 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 of the said crop
of cotton and corn raised on said plantation during the
present year, and 1 Speckle Steer named Buck, age about 9
years, One dun or Brindle Steer named Dunt, 1 Speckle
cow & calf & 2 Dun cows & 2 calves & 5 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 ten in the constitution 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 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 James Hope
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 remedy given to the said

Hirscher Bros upon and against said crop, by said sections of The Revised Code of Alabama. And the said James Hope 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 In 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 23 day of March 1878 in presence of: J P Spencer

James his x mark Hope (L S)

The State of Alabama } I Amos McElliott Clerk of the
Shelby County } circuit court hereby certify that J P Spencer a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being duly sworn states that James Hope 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 23 day of March A. D. 1878

A McElliott Clerk

Filed and Recorded March 23 1878,

J T Leeper Judge of Probate