Hinton T. A.
To
Jas H Page

P

The State of Alabama, Be it know all men by these presents, that the
Shelby County } note of even date herewith to James H Page
for the sum of forty six + 20/100 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 him "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 plantation 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 con-
vey, 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 one iron grey mare 4 years old,
called Fanny 2 cows & calves, 1 Red & white spotted, curved speck, 1 black & white

Speckled called Rose, 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 10 in the Constitution of the State of Alabama, And if said note is not paid at maturity, the said Jno 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 the expenses of seeking and selling the said property, upon this condition, nevertheless, that if said note and advances hereinafter mentioned 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 T A Hinton 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 James H Page upon and against said crop, by said Sections of the Revised Code of Alabama. And the said T.A. Hinton hereby declares that the above conveyed property is his own, and that there is no lien or incumbrance upon the same except ——

In further consideration of the premises, I hereby bind myself to ship or deliver my entire crop of cotton raised this year to said James H Page, to be sold by him.

Given under my hands and seals this the 26th day of March 1878.

In presence of: W. H. Harrison } T. A. Hinton (SS)
J. B. Smith }

Satisfied and Discharged
December 4th 1878.
J. H. Page

The State of Alabama } I, Angus Sullivan an acting Justice of the Peace
Shelby County } in and for said County Do hereby certify that J B Smith a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being duly sworn, stated that T. A. Hinton the grantor in the conveyance, voluntarily executed the same in his presence, and in the presence of the 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 26th day of March A D 1878.

Angus Sullivan J.P.

Filed for Record March 27th 1878 and Recorded March 29th 1878.

James T Leper
Judge of Probate