Merritt Thomas
To
James H Page

The State of Alabama } Know all men by by these presents,
Shelby County } that the note of even date herewith to James H Page for the sum of Twenty five 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 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

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 Sorrel Mare 4 years old called Kit; 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 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 the expenses of keeping and selling the said property; upon this condition nevertheless, that if said note and advances herein after 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 Thomas Merritt 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 twenty five 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 Thomas Merritt hereby declare that the above conveyed property his 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 my hands and seals, this the 30th day of March 1878.

in presence of J T Wheat }
D W Smith } Thomas Merritt (L S)

The State of Alabama, I, Angus Sullivan an acting Justice of
Shelby County } the Peace in and for said County, hereby
certify that D W Smith a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and, being duly sworn, stated that Thomas Merritt the grantor in the conveyance, voluntarily executed the same in his

The within and foregoing deed is herein and the deed discharged
A H Page
Oct 11th 1878

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, the 30th day of March A.D. 1878.

Angus Sullivan J.P.

Filed for Record April 1st 1878 and Recorded April 10th 1878

J. T. Leeper Judge of Probate