Spearman Joshua
To
James H Page

P

The State of Alabama, } Know all men by these Presents, That
Shelby County } the note of even date herewith to James H Page for the sum of Sixty 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 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 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 mule 6 years old called Jinsey. 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 Joshua Sheorman 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 Sixty 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 Joshua Sheorman hereby declare that the above conveyed property is his own, and that there is no lien or incumbrance upon the same except the present one ~~to~~ given to J H Page; 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 5th day of April 1878, in presence of;

Joshua Sheorman (LS)

J H Page

Oct 11th 1878

The debt secured by this deed is paid and the Mortgage is discharged

The State of Alabama, I Angus Sullivan an acting Justice
Shelby County } of the Peace in and for said County
hereby certify that Joshua Spearman whose name is
signed to the foregoing conveyance, and who is known
to me, acknowledged before me on this day that being
informed of the contents of the conveyance, he executed
the same voluntarily on the day the same bears date.
Witness my hand this the 5th day of April 1878.

Angus Sullivan J.P.

Filed and Recorded April 15th 1878

J. T. Leeper Judge of Probate