

P
J H Morgan State of Alabama Know all men that the undersigned
To
W T Smith in Shelby County That I have this day executed a note to
W T Smith for the sum of One hundred and fifty dollars, due the 1st day of Nov 1878, bearing even date with this
Deed, which was given for advances in necessary provisions, horses, mules, forming implements, and in money
to purchase the same, obtained by me from W T Smith
"bono dile"; for the purpose of making a crop, and that
without such advances it would not be in my power
to procure the necessary teams, provisions and forming
utensils to make a crop. And I also, hereby declare that
said advances, or the amount thereof, shall be a lien on
my crops, grown the present year, in said county, to
make which they were procured, and on the stock purchased,
or which I may buy with the money so advanced, in
accordance with the Statute of the Revised Code of the State

Salisbury May 17th 1879

of Alabama, Now, to further secure the punctual payment of the above described note, with all further advances that may, from time to time, be made to me, and to secure the payment of the same, And also for the further consideration of one dollar to me in hand paid, the receipt of which is hereby acknowledged, I have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto the said W T Smith all of my crop of corn and cotton, to be grown this year, in said County, or enough thereof to pay said debt, To have and to hold the same to the said W T Smith his heirs and assigns, forever, The conditions of the above obligation are: That I am to deliver all - Cotton crop to be grown the present year, to W T Smith in Wilsonville Ala as fast as the same can be prepared for market, to be sold by him, and the proceeds applied to the payment of this mortgage; and if the said note, and all other liabilities, which may have accrued on the same, are paid by the 1st day of Nov 1878, then this Deed to be null and void, But if the above note and all other liabilities accruing thereon are not paid by the said 1st day of Nov 1878, then, in that event, the said W T Smith Agent or attorney shall hereby be fully authorized and empowered to take any of the above described property, or any other effects of mine, wherever found, into possession, and sell the same, whether in possession or not, at a private or public sale for cash, and pay off said note and all other liabilities, together with all costs that may, in any way accrue in selling said property and foreclosing this mortgage, I hereby affirm that there is no other lien or mortgage on said property, and that I will interpose no interference to its delivery and sale, Given under my hands and seals this 13th day of April 1878,

Witness: J F Pope

J H Morgan 

State of Alabama, I David Edwards a Justice of the Peace for said State Shelby County, & County, hereby certify that J F Pope a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being duly sworn, stated that James H Morgan the grantor in the foregoing 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 other witness, and that such other witness subscribed his name as a witness in his presence. - Given under my hand this 16th day of April 1878.

David Edwards J.P.

Filed & Recorded April 20-1878 J F Pope Judge of Probate