Fluker Collins To W T Smith

State of Alabama, Shelby County } Know all men, that the undersigned, I Collins Fluker have this day executed a note to W T Smith for the sum of Twenty five dollars, due the 1st day of Nov 1878, bearing even date with this Deed, which was given for advances in necessary provisions, obtained by me from him bona fide, 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 farming 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 furnished, or which I may buy with the money so advanced in accordance with the Statute of the Revised Code of the State of Alabama. 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 my crop of corn and cotton, to be grown this year, in said County, also —— 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 the 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 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

Satisfied Jany 1st 1879 W T Smith

lien or mortgage on said property, and that I will interpose no interference to its delivery and sale.
Given under our hands and seals this 27th day of April 1878
Witness: J F Pope

Collins his x mark Fluker (Seal)

State of Alabama } I David Edwards a Justice of the Peace
— County } for said County & State, 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 Collins Fluker 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 27th day of April A.D. 1878

David Edwards
Justice of the Peace

Filed and Recorded April 29th 1878

J F Leper Judge of Probate.