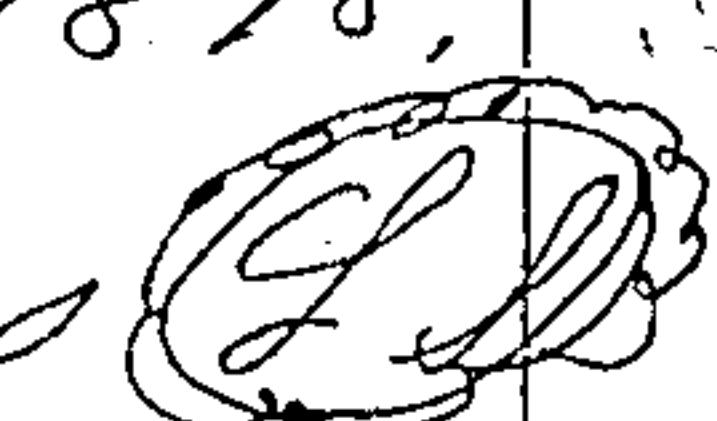


Holmes vs S State of Alabama, I now do swear by these presents, that
I, St. Clair County, having this day received from John
John Jordan & J. P. Davis Administrators of the estate of
J. P. Davis Alexander died \$36.73- dollars for corn bought
Admits at Admeto's sale, and having given my note bearing
P even date with this instrument, and due
on the 1st day of December 1878 for said sum of
money, with interest from — do hereby declare
that such advance was obtained by me "bona fide"
for the purpose of making a crop the present year
on my plantation in Shelby County, and that
without the same it would not be in my power
to procure the necessary teams, provisions and farm-
ing implements to make a crop; and in consideration
of said advance, and such other advances as the
said Jordan & Davis ~~make~~ may make to me dur-
ing the current year, and to secure the same, I
hereby grant, bargain, sell and convey to the said
Jordan & Davis the entire crop of cotton, corn, wheat
and oats which may be produced on said ^{vs} Holmes
plantation, the present year, and also the following prop-
erty: One mule 14 years old Cal Black & 1 Bale
cotton of low midling grade, in addition to the
crop upon which a lien is hereby given; and the posses-
sion to the same is hereby given to the said Jordan
& Davis. But this conveyance is upon the following
condition: If I fully pay said note and account
for additional advances made during the present year,
or before the 1st day of December 1878 when the same
falls due, then this conveyance to be void; but if I either
remove or attempt to remove said crop or property,
hereby conveyed, in part or in whole, before or at the
time the same falls due, then the said Jordan & Davis
authorized to seize and take into their immediate
possession said crop and property above conveyed.

or any of it, and is also authorized to sell the same at private sale, or by giving 10 days notice of the time and place of sale by publication in the 3 public places in the Beat, a newspaper published in said County, to sell the same to the highest bidder for cash, and to execute titles to the purchaser and deliver to him or them the possession of such property as may be sold, and of the proceeds to pay, first, the expense of seizing, advertising, selling and conveying; secondly, the amount of principal and interest which may be due and unpaid to said Jordan & Davis, and lastly, shall return any surplus of said proceeds to the undersigned.
 Witness my hand and seal, this the 18th day of March 1878,
 Signed, sealed and delivered in

Wm S Holmes 

presence of G. M. Duke

State of Alabama Personally appeared before me J.B.
 St Clair County Davis a Justice of the Peace for St Clair
 County Wm S Holmes whose name is signed to the
 foregoing ~~Mortgage~~ Mortgage & after being duly informed
 of the contents of the same that he signed the same
 voluntarily on the day the same bears date.
 Given under my hand this March 18th 1878.

J.B. Davis J.P.

Filed for Record May 6th 1878 and Recorded May 7th 1878

J.T. Leeper Judge of Probate