Horton Ira J
To
J.H. Page

The State of Alabama } Know all men by these presents,
Shelby County } That the note of even date herewith to James H Page for the sum Forty and 18/100 dollars and due on the 1st 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 1862, 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 yoke of oxen one Black colored called Polly and one Red called Page, also one wagon. To have and to hold the above described property to said James H Page and his heirs and

Satisfied in full
March 12/79
J.H. Page

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 Ira J. Horton, 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 Forty + 18/100 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 Ira J Horton hereby declares that the above conveyed property is his own and that there is no lien or incumbrance upon the same except the present one 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 hand & seals, this the 27th day of May 1878.

Ira J Horton (L S)

in presence of A J Buckerby + J B Smith

The State of Alabama } I M C Spradley an acting Justice of the Peace
Shelby County } in + for said County hereby certify that J B Smith a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being duly sworn, stated that Ira J Horton the the grantor in the 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 subscribing witness, and that such other witness subscribed his name as witness in his presence.

Given under ~~my~~ hand this the 27th day of May A D. 1878.

M C Spradley J P

Filed for Record May 29th 1878 and Recorded May 31st 1878

J T Leper Judge of Probate