Collis S.M. To James H. Page

The State of Alabama, Shelby County } Know all men by these Presents, That the note of even date herewith to James H Page for the sum of Seventy 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 Bay Mare 9 years old called Nell also one Bay Mare 8 years called Molly, said 3 year old mare Now in the possession of W. H. Collins said Mare put in by W. H. Collins to secure the payment of the above note,

P

Satisfied and discharged this January 29/1879 J H Page

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 10, 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 S. M. Hallis, 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 One Hundred 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 S. M. Hallis 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 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 and seals this the 9th day of July 1878. S M his x mark Hallis (S)

in presence of J W Crenshaw }
J B Smith }

The State of Alabama } I, Angus Sullivan an acting
Shelby County } Justice of the Peace in and 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 S. M. Hallis 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 11th day of July A.D. 1878. A Sullivan J.P.

Filed for Record July 12th 1878 and Recorded July 15th 1878. James T Leper
Judge of Probate.