Kinton, T. A. & W. L. Kinton 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 1879, was given for advances in necessary provisions, Mules, and farming implements, and in money to purchase the same, obtained by us from him bonafide for the purpose of making a crop, and that without such advances it would not be in our power to procure the necessary teams, provisions and farming implements to make a crop. And we also hereby declare that said advances or the amount thereof, shall be a lien on our crop grown on our plantation or lands rented by us & families in Shelby County, Alabama, or elsewhere during the year 1879, this year, to make which they were procured, and on the stock furnished, or which we 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, we 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 Grey Mare 5 years old called Molly, 2 Cows & their Calves, 1 Red Spotted called Speck, the other Cow Black colored called Rose, also 1 young Oxen Black & White Spotted. 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 T. A. Kinton & W. L. Kinton during the present

Satisfied Feb. 25th 1880 J. H. Page

year 1879 any money or provisions we may owe 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 T. A. Hinton & W. L. Hinton hereby declare that the above conveyed property is our 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 we hereby bind ourselves to ship or deliver our entire crop of cotton raised this year to said James H. Page to be sold by him. Given under our hands and seals this the 3d day of December 1878

in presence of J. M. Flam } T. A. Hinton (L.S.)
J. B. Smith } W. L. Hinton (L.S.)

Filed for Record December 4th 1878 and
Recorded December 6th 1878 J. T. Leper Judge of Probate