Elliott John
To
Hirscher Bros

The State of Alabama } Know all men by these presents,
Shelby County } That the note of even date herewith to Hirscher Bros, for the sum of Fifty 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 me from them 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.

And I also hereby declare that said advances, or the amount thereof, shall be a lien on my crop grown on James Stone farm in Shelby Co. Alabama this year of 1879 to make which they are 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

sume the payment of the note above specified I do hereby grant, bargain, sell and convey, to the said Hirschhorn Bros, the following described property, to wit All of the said crop of cotton and corn raised on said plantation during the year, 1879 and one (1) large Bond mule named Beck about 10 years old Two milch Cows named Mary & Sallie one (1) calf one (1) ox wagon Two Sows & Ten (10) Pigs

To have and to hold the above described property to said Hirschhorn Bros, their heirs and assigns forever, The right of exemption under the laws of Alabama is hereby waived, as provided for in Section 7, Article X, in the Constitution of the state of Alabama,

And if said note is not paid at maturity, the said Hirschhorn Bros, are hereby authorized to take the above described property into possession, and sell the same as they 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 is paid at maturity, this conveyance is to be void, except as to said crop

And it is further agreed that if the said Hirschhorn Bros shall advance to the said John Elliott during the year 1879 any money or provisions over and above the amount of said note, this instrument shall stand as security for the same as fully as if included in said note, not exceeding One Hundred Dollars

~~And it is further stipulated agreed that if the said Hirschhorn Bros, shall~~

It is further understood that nothing herein contained shall affect or impair the lien or remedy given to the said Hirschhorn Bros, upon and against said crop, by said Sections of the Revised Code of Alabama

And the said John Elliott hereby declares that the above conveyed property is his own, and that there is no lien or incumbrance upon the same except this one to Hirschhorn Bros & this lien shall be binding to all crops made by any of my family on above mentioned place

In further consideration of the premises hereby bind to ship or deliver entire crop of cotton raised this year to said Hirschhorn Bros, to be sold by them,

Given under my hands and seals this 16th day of December 1878 John his X mark Elliott (L S)
In presence of
J. P. Spencer

The State of Alabama } I, Amos M Elliott Clerk
Shelby County } Circuit Court hereby certify that John P Spencer a subscribing witness to the forgoing conveyance, known to me, appeared before me this day, and, being duly sworn, stated that John Elliott, 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 14th day of January AD 1879 A. M. Elliott Clerk

Filed for Record Jany 14th/79 and Recorded Jany 31st 1879 James T Leftwich Judge of Probate