Girdner, J. B. To J. H. Page

The State of Alabama } Know all men by these pres-
Shelby County } ents, 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 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 by me and family 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. For 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 two cows & calves, one two year old heifer, 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 18 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 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 J. B. Gindner 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 ~~J. B.~~ ~~Gindner~~ James H Page upon and against said crop by said sections of the Revised Code of Alabama. And the said J. B. Gindner 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, — hereby bind — to ship or deliver — entire crop of cotton raised this year to James H Page to be sold by him.

Given under my hands and seals this the 18th day of January 1879.

In presence of: J. B. Smith
W. H. Farr

J. B. his × mark Gindner (L.S.)

Satisfied by payment in full of the amount this mortgage was attached to secure — January 22nd 1879
J H Page

The State of Alabama } I. Angus Sullivan an acting Justice of the Peace
Shelby County } in & for said county hereby certify that
J B Smith a subscribing witness to the foregoing con=
veyance, known to me, appeared before me this day,
and being sworn stated that J. B. Gindner the grantor
in the conveyance, voluntarily executed the same
in his presence, and in the presence of the other subscrib=
ing 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 22 day of January A.D.
1879.

Angus Sullivan J. P.

Filed for Record January 27, 1879 & Recorded February 6, 1879

James T. Leper Judge of Probate.