Dye G W. & J E Dye To Jas H Page

The State of Alabama } Know all men by these presents that
Shelby County } the note of even date herewith to James H Page for the sum of One hundred 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 "bona fide" for the purpose of making a crop and that without said 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 and families in Shelby County Alabama 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 Bay Mare 11 years old called Fanny, and One 1 horse wagon, and 14 head of hogs and 1 cow & calf Red colored called Muly and 1 Oxen 4 years old, Red colored called Jack, 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 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 G W & J E Dye during the present year any money or pro=

Satisfied by payment in full of amount this mortgage was intended to secure. January 22nd 1880 J H Page

visions 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 G W & J E Dye hereby declare that the above conveyed property is their 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 15th day of January 1879 in presence of J B Smith — G W Dye (L.S.)

J J Gregg — J E Dye (L.S.)

Emanuel Vick

The State of Alabama } I Augus Sullivan an acting Justice of the
Shelby County } Peace 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 G W Dye & J E Dye 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 each other witness subscribed his name as witness in his presence.

Given under my hand this the 22d day of January AD 1879

Augus Sullivan J.P.

Filed for Record January 21 1879 & Recorded February 6 1879.

James T Lufer Judge of Probate