Miller Elijah & others
To
Jas. H. Page

The State of Alabama } Know all men by these presents that the
Shelby County } 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 advan=
ces 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 yoke of Oxen 9 years, one red colored Bully, the other Red & white speckled called Dick, also one Ox wagon, 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 17 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 Elijah Miller and D Miller & W M Wannack 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 Elijah Miller & D Miller & W M Wannack 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 23d day of January 1879,

Elijah Miller (L.S.)
D. Miller (L.S.)
W M Wannack (L.S.)

In presence of J. B. Smith
G. C. Smith

The State of Alabama } I Angus Sullivan an acting Justice of
Shelby County } 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 Elijah Miller & D. Miller & W. M
Wannack the grantor in the conveyance, voluntarily execu-
ted 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 sub-
scribed his name as witness in his presence.

Given under my hand this 23 day of January A.D. 1879.

Angus Sullivan J.P.

Filed for Record January 24 1879 & Recorded February 7 1879

James T. Leeper Judge of Probate