Pasey Clemen
To
Jno T Evans

Satisfied & Discharged
John T Evans
per W D Shannon
P

The State of Alabama } Know all men by these presents that the
Shelby County } undersigned Clemen Pasey has this
day executed a note to John T Evans for the sum of Forty three
76/100 dollars and payable on the note first day of Novem-
ber 1879, bearing even date with this deed, which was given
for advances in necessary provisions, mules, oxen and farm-
ing tools and implements, and in money to purchase the same,
obtained by Clemen Pasey from said John T Evans "bona
fide" for the purpose of making a crop, and 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 said crops grown on my farm, plan-
tation in Shelby County Alabama, the present year, to
make which they were procured, and on the stock fur-
nished or which I may buy with the money so advan-
ced; in accordance with the Statute of the Revised Code of
the State of Alabama, Now, to further secure the punct-
ual payment of the above described note with all further
advances that may from time to time be made to me
by said John T Evans and to secure the payment of com-
missions of 2½ per cent, on the proceeds of — bales of 500
pounds lint cotton, each for — and in consideration
of said advances, made and to be made, and to further
secure the payment of the note above specified, according to
the tenor and effect thereof, and any further advances
made by the said John T Evans, has bargained, sold
and conveyed, and by these presents do bargain, sell and
convey unto the said John T Evans the following described
personal property, to wit; All of my crop of corn and cotton
to be grown this year, in said county; and one Red yoke of
Oxen & wagon. Also the following described Real Estate, lying

in the county of — and State aforesaid, to wit:—
To have and to hold the said John T Evans his heirs and assigns forever. The right of exemption under the laws of Alabama, is hereby waived as provided for in Section 27 Article 10 in the Constitution of the State of Alabama
The Conditions of the above obligation are: that I am to deliver all my cotton crop to be grown the present year to any Gin which he at the above any time as fast as the same can be prepared for market, to be sold by me, and the proceeds applied to the payment of this mortgage, and if said note and all other liabilities which may have accrued on the same are paid by the first day of November 1879, then this deed to be null and void. But if the above note, and all other liabilities accrued under the terms of this instrument are not paid by the said first day of November 1879, then in that event the said John T Evans his agent or attorney, shall hereby be fully authorized and empowered to take any of the above described property, wherever found into possession, and sell the same, whether in possession or not, at a private or public sale, for cash, and pay off said note and all other liabilities created under the terms of this instrument, together with all costs that may in any way, accrue in selling said property and foreclosing this mortgage; and I hereby affirm that there is no other lien or mortgage on said property and that I will interpose no interference to its delivery and sale, — Given under my hand and seal this 17 day of January 1879.

Clement his ×mark Casey (Seal)

Witness N Evans
Thos Smith

Filed for Record January 30th 1879 & Recorded February 13th 1879.

James T Lupin Judge of Probate