Hood Robert
To
John T Evans

The State of Alabama } Know all men by these presents that the
Shelby County } undersigned Robert Hood has this day
executed a note to John T Evans for the sum of One hun-
dred and Fourteen 114 67/100 dollars and payable on the first
day of November 1879, bearing even date with this deed, which
was given for advances in necessary provisions, mules, oxen
and farming tools and implements and in money to pur-
chase the same, obtained by Robert Hood 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 my crops grown on my plantation in Shelby County Alabama, the present 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 the Statute of the Revised Code of the State of Alabama, Now to further secure the punctual 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 commissions 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 Roan Mose, and two white cows and calves, two three old heifers one white with red head, the other red and white pided. Also, the following described Real Estate lying in the county of — and State aforesaid to wit: —

To have and to hold the same to 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 7 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 he may say at the time he says 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-of 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 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 23rd day of January 1879, Witness: Susan G. Evans Robert his x mark Hood (L.S.)

Filed for Record January 30th 1879 & Recorded February 15th 1879

James T. Leper Judge of Probate