

I, C. B. Harper (The State of Alabama) do hereby certify that the note
 To Shelby County of even date with this deed to J. C. Deusterloo
J. C. Deusterloo for the sum of Fifty Dollars and payable on the 1st day of
 December next was given for advances in necessary provis-
 ions, horses, mules and farming utensils and in money to pur-
 chase the same obtained by C. B. Harper from the "Cotton Field"
 for the purpose of making a crop, and without said advances
 it could not be in my power to procure the necessary team
 provisions, corn and farming utensils 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 D. B. Odeis plantation
 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, 1859 and 1860 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, according to the tenor and
 effect thereof, I do hereby grant, bargain, sell and convey
 to J. C. Deusterloo the following described personal property,
 to-wit: All of the said crop of cotton and corn raised on said
 plantation during the present year, and 1 Bay mare named
Fanny, also the following described Real Estate, lying in the
 County of _____ and State of _____, to-wit: _____
 To have and to hold the above described property, real and
 personal to the said J. C. Deusterloo and their heirs forever.
 The right of exemption under the laws of Alabama is here-
 by waived as provided for in section 7 Article 10 in the con-
 stitution of the State of Alabama, and if the said note is not
 paid at maturity the said J. C. Deusterloo is hereby author-
 ized to take the above described property into their possession,
 and sell the personal property as they may deem best, and
 said Real Estate to the highest bidder for cash, after adver-
 tising twenty days notice of the time and place of said sale
 and apply the proceeds thereof to paying said note and the
 charges and expenses incident to the keeping and selling
 of the property, and the balance, if any, pay over to C. B. Harper
 upon this condition nevertheless, if said note is paid at ma-
 turity, this conveyance of said last mentioned personal prop-
 erty is to be void except as to said crop.
 And it is further agreed that if the said J. C. Deusterloo
 shall advance to the said C. B. Harper 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. It is further understood that nothing herein contained shall effect or impair this lien or remedy given to the said J. C. Deuser also upon and against said crop and property by the said Section of the Revised Code of Alabama, and the Constitution of Alabama, and the said C. P. Harper hereby declares that the above conveyed property is his own, and that there is no lien or incumbrance on the same.

Now further consideration of the premises I hereby bind myself to ship or deliver my entire crop of cotton raised this year, as specified above to the said J. C. Deuser & Co cotton factors at Selma Alabama, to be sold by them for the customary commissions of 2 1/2 per cent, and I further agree to deliver as above two bales of said cotton by the 1st day of December next, and the balance of the said crop by the 1st December 1879, and in the event the said amount of cotton delivered does not reach two bales of 300 pounds average weight to pay the said J. C. Deuser & Co commissions on the deficit, at the rate of two (2) Dollars per bale as liquidated damages.

Given under my hand and seals this 1st day of Jan'y 1879.
In presence of: S. H. Dawson
C. P. Harper ^{his} mark

The State of Alabama }
County of } I, David Edwards an acting J. P. hereby
certify that S. H. Dawson a subscribing witness to the foregoing conveyance, known to me appeared before me this day, and being sworn stated that C. P. Harper the grantor in the foregoing conveyance voluntarily executed the same in his presence and in the presence of the other subscribing witnesses on the day the same bears date: that he attested the same in the presence of the grantor and of the other witnesses, and that such other witness subscribed his name as a witness in his presence. Given under my hand this 18th day of January A. D. 1879.

David Edwards J. P.

Filed for Record January 30 1879. Recorded February 19 1879

James T. Luper

Judge of Probate