B. 1

Cross N.J. & Shelby Cross To J.B. Earle & Co

The State of Alabama — Jefferson County,
Whereas we are justly indebted to be J.B. Earle & Co, advances in supplies of meat, corn farming implements and merchandise amounting to sixty eight & 81/100 dollars to enable us to make a crop for the year 1876. which we obtained from them "bona fide" for the purpose of making a crop, and without such advances it would not be in our power to procure the necessary provisions and farming implements with which to make a crop; and whereas they have agreed to make further advances to us for the purpose aforesaid, not to exceed eighty-one & 19/100 dollars. Now, therefore in consideration of the premises, and to secure the said J.B. & Co payment for the advances above mentioned and the further sum of one dollar paid us by said J.B. Earle & Co., We hereby give to the said J.B. Earle statutory lien on our entire corn and cotton to be raised on the plantation belonging to N.J. Cross in Shelby County during the year 1876 as provided for by section 1858, of the Revised Code of Alabama; and to further secure the payment of the above advances, we hereby bargain, sell and convey unto said J.B. Earle & Co. their heirs and assigns forever, the following property to wit: N.E. 1/4 of S.W. 1/4 Section 27 Township 19 Range 2 west, Part of N.E. 1/4 N.E. 1/4 Section 28 Township 19 Range 2 West & Part of N.E. 1/4 Section 28 Township 19 Range 2 West, containing 115 acres more or less. One sorrel horse about eight or nine years of age. One sorrel mare about eight or nine years of age named Cynthia. Now if the said sums advanced and to be advanced are paid up on or before the 25 December 1876, then this conveyance to be void and of no effect; otherwise the said J.B. Earle & Co. shall be authorized by these presents to take said crops and property into possession and sell the same to the highest bidder for cash after first giving five days notice, by posting at two public places in said County of time and place of sale, and with the proceeds of said sale, pay off said sums advanced, with interest accrued thereon, and the expenses attending said sale and the said J.B. Earle & Co. may lawfully authorize any other person in writing to take possession of said crops and property and to sell the same as aforesaid. After paying off said advances and expenses etc. if there is any balance it is to paid to the undersigned. And we also waive all right whatever to maintain assent, or claim any exemption right to any property, real or personal, under the Constitution and laws of the State of Alabama

against the payee or assignee of the debt hereby secured. In testimony whereof we hereunto set our hands and affix our seals on this, the 29th day of February 1876.

Attest: John Allen } A. G. Cross Jr. (L S)
W. S. Brown } Shelby Cross (L S)

Filed for Record March 8th 1876. & Recorded March 28th 1876

James T. Leper,
Judge of Probate