Butler Harriet L. et al. vs. Ehrmann & Stroll

State of Alabama,
Shelby County, } Know all Men, That the undersigned Harriet L. Butler, John R. Butler and Wm. L. Butler has this day executed their note to Ehrmann & Stroll for the sum of seventy dollars, due the 1st day of November 1876, bearing even date with this Deed, which was given for

advances in necessary provisions, horses, mules, farming implements, and in money to purchase the same obtained by them from Ehrmann & Kroll bona fide for the purpose of making a crop, and that without such advances it would not be in their power to procure the necessary teams provisions and farming utensils to make a crop. And we also hereby declare that said advances or the amount thereof, shall be a lien on our crops grown the present year, in said county, to make which they were provided, and on the stock furnished, or which we 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 them, and also for the further consideration of one dollar to them in hand paid the receipt of which is hereby acknowledged they have bargained, sold and conveyed, and by these presents do bargain sell and convey unto the said Ehrmann & Kroll all their crop of corn and cotton, to be grown this year, in said county. Also one clay bank mare about 7 years old — one sorrel horse about 7 years old — one black mare about 8 years old — and five head of cattle. To have and to hold the same to the said Ehrmann & Kroll heirs and assigns forever. The condition of the above obligation are, that we are to deliver all our cotton crop to be grown the present year, to Ehrmann & Kroll in Montevallo as fast as the same can be prepared for market to be sold by them, and the proceeds applied to the payment of this mortgage; and if the said note, and all other liabilities, which may have accrued on the same are paid by the 1st day of November 1876, then this Deed to be null and void. But if the above note and all other liabilities accruing thereon are not paid by the said 1st day of November 1876, then in that event the said Ehrmann & Kroll, Agent & Attorney shall hereby be fully authorized and empowered to take any of the above described property, or any other effects of ours 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 & all other liabilities, together with all costs that may in any way accrue in selling said property and foreclosing this mortgage we hereby affirm that that there is no other lien or mortgage on said property, and that we will interpose no interference to its delivery and sale. Given under our Hands

and Seals this 4th day of April 1876.

Witness,

R. D. Harris

William Alexander

Harriett L. her X mark Butler (Seal)

John R. mark Butler (Seal)

Wm. R. his X mark Butler (Seal)

Filed for Record April 5th & Recorded the same day.

J. T. Lupsu, Judge of Probate