Butler Jno M. & Hassitt L. To Elsman & Koell

State of Alabama } Know all men that the undersigned
Shelby County } John M. Butler & Hassitt L. Butler have
this day executed a note to Elsman & Koell for the sum of
forty dollars due the 15th day of Nov 1877 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

from them bona fide for the purpose of making a crop and that without such advances it would not be in our 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 are procured 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 us And also for the further Consideration of one dollar to us in hand paid the receipt of which is hereby acknowledged we have bargained sold and conveyed and by these presents do bargain sell and convey unto the said Ehrman & Kroll all our crop of Corn and Cotton to be grown this year in said County Also one Clay bank mare 8 years old One Clay bank Colt five months old two Cows and Calves One of mayer. To have and to hold the same to the said Ehrman & Kroll their heirs and assigns forever The Conditions of the above obligation are that we are to deliver all our Cotton crop to be grown the present year to Ehrman & 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 15th day of Nov 1877 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 15th day of Nov 1877 then in that event the said Ehrman & Kroll their Agent or 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 and 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 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 24th day of January 1877

Witness W P B Brown

John M. his X mark Butler (seal)

Hamitt L. his X mark Butler (seal)

The State of Alabama }
Shelby County } I W P B Brown Justice of the Peace

for said County hereby certify that John M Butler & Harriett L Butler whose names are signed to the foregoing Conveyance and who are known to me acknowledged before me on this day that being informed of the Contents of the Conveyance they executed the same voluntarily on the day the same bears date — Given under my hand this 24th day of Jany AD 1877 W B Barnes J.P.

Filed for Record February 22 1877 & Recorded March 30 1877

J. T. Leeper Judge of Probate