Peter W Smith
Marley H Smith
Vs
Paul H Earle

The State of Alabama } Whereas, Paul H. Earle agrees to advance
Jefferson County } to us in necessary provisions, farming tools and implements not to exceed in amount Seventy five dollars, and whereas we are indebted to Paul H Earle in the sum of One Hundred dollars by promissory note, dated Feby 21st 1877 and due December 25th 1877 for a sorrel mule advanced to make a crop. The said advances are are obtained bona fide for the purpose of making a crop, and without such advances it would not be in our power to obtain the necessary team, provisions and farming implements to make a crop in the year 1877 We therefore grant unto Paul H Earle the Statutory lien on our crop of cotton and corn grown in the year 1877 in Shelby County, Ala., as provided by Section 1858 of the Revised Code of Alabama, And for payment for said advances including note we hereby agree to waive all right or claim to personal property exemptions awarded to us under the Constitution and laws of the State of Alabama

And in order to better secure payment for said advances including note we hereby bargain, sell and convey unto Paul H. Earle, his heirs and assigns, the following property to wit the sorrel horse mule five years old advanced, also a certain black horse mule seven years old

a yoke of Steers one red speckled and the other black and white
paired also an ox wagon
If we fails to pay off said advances and the costs of this deed by the
1st November 1877, or upon our selling or attempting to sell any
of said crop or other property, or moving the same from the limits
of Shelby & Jefferson County, Paul H Earle is authorized to take
all of said property into custody, and after giving five days
notice by posters in two publics places in Jefferson County, to sell
the same at Elyton Ala for cash, and with proceeds thereof pay
off for said advances and the cost of this deed. The balance
shall be paid to the undersigned,
In testimony whereof we hereunto set our hand and affix our
seal, on this, the 21st day of February 1877
Attest John M. Dean — P. W. Pruitt (L S)
R. A. Tissell Jr — Wesley his + F Pruitt mark (L S)
Statement not a part of the deed,
We hereby state that we own in our own right the property
conveyed above, and there is no prior lien on the same
Attest — P M Pruitt (L S)
John M Dean — Wesley his + F Pruitt mark (L S)
R. A Tissell Jr
Filed in the Probate Office Shelby Co Ala for Record
April 15th 1877 and Recorded June 4th 1877
J T Leeper Judge of Probate