Harper Thos
To
Ehrman & Kroell

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The State of Alabama } Whereas, I am justly indebted to
— County } Ehrman & Kroell by promissory
note, given this the 4th of February 1878 and due
by the 1st of Novbr 1878 for the sum of Fifty dol-
lars; and Whereas, I have received from Ehrman
& Kroell advances in supplies of meat, corn, farm-
ing implements and merchandise amounting
to Fifty dollars, to enable me to make a crop for the
year 1878, which I obtained from them "bonafide"
for the purpose of making a crop, and without
such advances, it would not be in my power to
procure the necessary team, provisions, and farm-
ing implements with which to make said
crop; and whereas we have agreed to make fur-
ther advances to him for the purpose aforesaid,
not to exceed — dollars, Now, therefore in
consideration of the premises, and to secure the
said note, payment for the advances and note
above mentioned, and the further sum of one dollar,
paid by said Ehrman & Kroell hereby give to the
said Ehrman & Kroell statutory lien on entire crop
of corn and cotton to be raised on my place in
Shelby County as provided for by Section 1858 of the
Revised Code of Alabama, and to further secure
the payment of the above note and said advances,
I have hereby bargain, sell and convey unto the
said Ehrman & Kroell heirs and assigns forever, the
following described property, to wit: —

Now if the said note and sums advanced and to be ad-
vanced are paid upon or before the 1st of Novb 1878
then this conveyance to be void and of no effect; but if
Thomas Harper should fail to pay of the said sums of
money at the time and in the manner aforesaid, or
should sell, or attempt to sell the said property, or
any part thereof, or move the same from the limi-
ts of the county then the said Ehrman & Kroell
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 posters, at two public places in
said County of time and place of sale, and with
the proceeds of said sale, pay off said note and

sums advanced, with interest accrued thereon, and the expenses attending said sale, and the said Ehrman & Kroell 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 notes and advances, expenses &c, if there is any balance it is to be paid to the undersigned.
In testimony whereof I hereunto set my hand and affix my seal, on this, the 4th day of February 1878

Attest:

Thomas Harper (L.S.)

Filed for Record May 2d 1878 and Recorded May 4th 1878

J T Leeper Judge of Probate