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The State of Alabama }
Shelby County } Know all men by these presents that I am justly indebted to the estate of Jefferson Holley dec^d late of Sevier County by promissory notes for four hundred Dollars each four of which now past due & one which interest accounts amounting to one hundred & ninety two Dollars, on one of which notes however a payment this day made of two hundred Dollars. That to secure the payment of said promissory notes to the estate of said dec^d I did on the 6th day of February 1867. made to Isaac H. Edwards a certain deed of trust. Conveying to him. two certain tracts of land. known as the Holley place. & for the purchase money of which said notes was given & the Reuben place, both situated in said County & now occupied by me & my tenants - that said Edwards has the right & power under said deed of trust to close the same by sale of said lands for payment of the balance due & unpaid on said four notes now past due. Recognizing said deed of trust & his said Edwards right to close the same but during forbearance time. to enable me to raise the money necessary to pay said notes and said Edwards he being the administrator of the estate of said Holley. agreeing of the additional security hereafter mentioned given. to give me further time on said notes in consideration thereof & of one dollar to me in hand paid I John Barnett. do now by these presents agree to give to the said Edwards as such administrator. a lien upon all the crop of

Cotton that I may plant grow Raise & gather the presents year on said place known as the Holly & Reaves place on farm by my self & hand who may work with me - & that I may be entitled to as rent from those who may cultivate grow Raise & gather Cotton thereon the present year and I do hereby in Consideration of the premises aforesaid bargain Sell. Convey & Confirm the same to said Edwards Administrator as aforesaid I do trust however, & upon this condition that said Edwards is not to proceed to close said deed of trust by Sale of said land or any part thereof before the first day of January 1871. that said Barnett is to remain in quiet possession & Control of said land until said date that he is to plant, grow Raise & gather and from said land an from a Considerable portion of the Crop that may be planted grown Raised & gathered in Cotton & further if said debts & interest fully paid by said 1st day of January 1871 then this Conveyance to be Void but if not paid said Edwards is hereby fully authorized & empowered to seize said Cotton that may be made as aforesaid & Sell the same at such time & place as he may think proper first with ten days notice thereof - & after paying expenses of Sale - pay proceeds on balance to said debts - This Conveyance not in any manner to be interfered with said Edwards right thereafter & after said first day of January 1871 to proceed to close said deed of trust by Sale of said land should the debts or any part thereof remain unpaid - Given under my hand & seal this 5th day of January 1870.

John Barnett (Seal)

The State of Alabama } I James T. Leper Judge of
Shelby County } Probate for said County
do hereby Certify that John Barnett whose name is signed to the foregoing Conveyance this day is known to me Acknowledged before me on this day that knowing the contents of the said Conveyance he executed the same voluntarily on the day the same bears date - Given under my hand this the 5th day of January 1870.

James T. Leper
Judge of Probate

Filed in Probate Office Shelby Co for Record & Recorded January 5th 1870. I Certify that the above and this Pre Salla Reeves Humphries

J. T. Leper Judge of Prob