Faucher Arthur
To
H. Fox

The State of Alabama
Shelby County

On or before first day of Octo=
ber 1879 I promise to pay to the order of H Fox Fifty dollars for value received, The right of exemption under the laws of Alabama, is hereby waived as provided for in Section 7 article 10 in the Constitution of the State of Alabama, Arthur his x mark Faucher
The consideration of this obligation is an advancement made by said H Fox of money and provisions to the above amount, bona fide for the purpose of making a crop this year 1879 and without which it would not be in my power to procure the requirements to make such crop, and I hereby declare the aforesaid advance or the amount thereof shall constitute a lien on my crop grown on my plantation in Shelby County, Alabama this year in accordance with the act approved January 15th 1866; and to further secure the payment of the aforesaid obligation according to the tenor and effect thereof I hereby also bargain sell and convey to the said H Fox or agent or assign the following described personal property to wit; One Horse, 3 cows two steers eleven hogs - for the sum of Fifty dollars which amount has been paid to me and for which receipt is herewith given. In default of payment at maturity of the aforesaid obligation, the said H Fox or agent or assign is hereby authorized

to take said property into his possession, sell the same as he may deem best and apply the proceeds thereof to the payment of this obligation and the expenses incident to the execution of this trust: upon this condition nevertheless, if said obligation is paid at maturity, this conveyance is null and void. and it is further agreed if the said H. Fox shall advance to the said Arthur Fancher during the present year any money or provisions over and above the amount of said note, this instrument shall also stand as security for the same as fully as if included in said note. And the said Arthur Fancher hereby declare that the above conveyed property is his own, and that there is no lien or incumbrance on the same. In further consideration of the premises I hereby also declare that there will be no outside crops on my place, owned by my wife, daughter or any one whatsoever, but that this instrument is to constitute a lien on the entire crop raised on my place this year. Witness my signature this 28 day of November 1878.

Attest: Andrew West — Arthur his x mark Fancher

Thomas his x mark Casper

State of Alabama, } I, R. D. Harris Justice of the Peace in and
Shelby County } for said County, hereby certify that
Andrew West a subscribing witness to the foregoing conveyance known to me, appeared before me on this day and being sworn, stated that Fancher the grantor in the conveyance voluntarily executed the same in his presence and in the presence of the other subscribing witness on the day the same bears date; that he attested the same in the presence of the grantor and of the other subscribing witness, and that such other witness subscribed his name as witness in his presence.

Given under my hand this 2nd day of January 1879

R. D. Harris
J. P.

Filed for Record January 3 1879 & Recorded January 30th 1879.

James T. Lecper
Judge of Probate