

Brasher Leroy) The State of Alabama } On or before 25th day of Nov 1879
 To Shelby County } I Leroy Brasher promise to pay
 Duran & Nelson) to the order of Duran & Nelson One hundred dollars
 for value received. The right of exemption under the
 laws of Alabama, is hereby waived, as provided for in
 Section 4 Article 10 in the Constitution of the State of Ala-
 bama. The consideration of this obligation is an ad-
 vancement is an advancement made by said Duran
 & Nelson 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 advances 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 Duran & Nelson or agent or assign, the following described personal property, to wit: —

for the sum of One hundred 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 Duran & Nelson or agent or assign are hereby authorized to take said property into their possession, sell the same as they may deem best and apply the proceeds thereof to the payment of this obligation and 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 Duran & Nelson shall advance to the said Leroy Brasher 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 Leroy Brasher hereby declares 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 who at all ever, but that this instrument is to constitute a lien on the entire crop raised on my place this year.

Witness my ~~hand~~ signature this the 18th day of January 1879. Attest: J. D. Mason

Leroy Brasher
J. W. N. H.

H. W. Nelson

The State of Alabama, I James T. Leper Judge of Probate Shelby County, for said County hereby certify that Isaac D. Mason a subscribing witness to the foregoing conveyance known to me appeared before me this day and being sworn stated that Leroy Brasher the grantor in the conveyance voluntarily executed the same in his presence and in the pres-

ence 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 witness and that such other witness subscribed his name as a witness in his presence.

Given under my hand this 21st day of January 1879

J. T. Luper Judge of Probate

Filed for Record January 21st 1879 & Recorded February 5th 1879

James T. Luper Judge of Probate