

Davis Joshua, The State of Alabama, On or before 1st day of November 1879. To
 Shelby County } Joshua Davis promise to pay to the
 Duran & Nelson order of Duran & Nelson Seventy five 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. The consideration
 of this obligation 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
 own 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: One cream colored horse
 about ten years old, two cows, one red without horns
 and the other speckled, three yearlings and one yoke of
 Oxen, - for the sum of Seventy five dollars, which amount
 has been paid to me, and for which receipt is herewith
 given. In default of payment at maturity of the afore-
 said obligation, the said Duran & Nelson or agent or assign
 are hereby authorized to take said property into their posses-
 sion, 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 Joshua Davis 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
 Joshua Davis hereby declare that the above conveyed property
 is my 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 the 21st day of January 1879

Attest: I. D. Mason

Joshua Davis

Rufus McLeod

The State of Alabama, I, James T. Luper Judge of Probate for
Shelby County. I said County hereby certify that Isaac
D. Mason a subscribing witness to the foregoing convey-
ance known to me appeared before me this day and
being sworn stated that Joshua Davis 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
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
6 1879

James T. Luper Judge of Probate