Dunlap D. H. To Duran & Nelson

The State of Alabama } Ever before the 1st day of November 1879
Shelby County } I D H Dunlap promise to pay to the order of Duran & Nelson One hundred & twenty 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 ~~conditions~~ consideration of this obligation is an advancement made by said Duran & Nelson of one horse & 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 Chilton & Shelby Counties 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: Two horses

1 Sorrel about 8 years old, the other dark bay 2 years old, 1 Mule bay color, one yoke of Oxen one yellow & the other black & three cows & calves, — for the sum of one hundred & twenty five dollars, which amount has been paid to me and for which receipt is hereunto 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 D. H. Dunlap 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 D. H. Dunlap 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 25th day of January 1879.

Attest: H. W. Nelson — D. H. Dunlap

J. D. Mason

The State of Alabama } I James T. Leper Judge of Probate for said
Shelby County } county hereby certify that J. D. Mason a subscribing witness to the foregoing conveyance known to me appeared before me this day and being sworn stated that D. H. Dulap 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 31 day of January 1879.

J. T. Leper Judge of Probate

Filed for Record January 31 1879 & Recorded February 20 1879

James T. Leper Judge of Probate