Peeples J.P. & J.M. To Duran & Nelson

The State of Alabama } On or before the 1st day of Nov 1879. we J.P. Peeples
Shelby County } & J.M. Peeples promise to pay to the order of Duran & Nelson Eighty 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

P 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 our power to procure the requirements to make such crop, and we hereby declare the aforesaid advances or the amount thereof shall constitute a lien on our crop grown on J.P. Peeples 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, we hereby also bargain, sell and convey to the said Duran & Nelson or agent, or assign, the following described personal property, to wit: One Sorrell Mare colt-two years old one two horse wagon & two cows & calves, 1 cow dun color and the other red & white spotted, also one yoke of Oxen Brindle color. One Muley the other small nub horns, for the sum of Eighty dollars, which amount has been paid to us, 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 J.P. & J.M. Peeples 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 J.P. Peeples & J.M. Peeples hereby declare that the above conveyed property is our own, and that there is no lien or incumbrance on the same. In further consideration of the premises we hereby also declare that there will be no outside crops on our place, owned by our wife daughter, or any one whatsoever, but that this instrument is to constitute a lien on the entire crop raised on our place this year.

Witness our signature this the 22d day of January 1879.

J.P. his X mark Peeples
J.M. his X mark Peeples

Attest: J.D. Mason & J.F. Parker
H.W. Nelson & T.B. Crane

The State of Alabama } I James T Leper Judge of Probate for said county
Shelby County } hereby certify that I D Mason a subscribing witness to the foregoing conveyance known to me appeared before me this day, and being sworn stated that J. C Peples and J. M. Peples the grantors in the conveyance, voluntarily executed the same in his presence, and in the presence of the other subscribing witness witness on the day the same bears date; that he attested the same in the presence of the grantors and of the other subscribing witness. and that such other witness subscribed his name as witness in his presence.

Given under my hand this 31st day of January 1879

J T Leper Judge of Probate

Filed for Record January 31st 1879 & Recorded February 20th 1879

James T Leper Judge of Probate