Harris Elias, To Duran & Nelson

The State of Alabama) Over before the 1st day of November 1879. I Elias
Shelby County) Harris promise to pay to the order of Duran & Nelson
Thirty 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 pur-
pose 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 & the amount
thereof shall constitute a lien on my crop grown 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 assigns, the following described personal property to wit: One white Ox four years old & one Spotted Cow nine years old, for the sum of Thirty 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 assigns 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 Elias Harris 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 Elias Harris 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 anyone 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 29 day of January 1879.

Attest: J. D. Mason — Elias his x mark Harris

Jesse Rivers

The State of Alabama } I, James T Leifer Judge of Probate for said County hereby
Shelby County } 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 Elias Harris 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 witness in his presence, — Given under my hand this 31 day of January 1879.

J T Leifer
Judge of Probate

Filed for Record January 31 1879 & Recorded February 21 1879
James T Leifer Judge of Probate