Tinsley T.W. To Duran & Nelson

The State of Alabama } On or before the 1st day of November 1879 I, T. W.
Shelby County } Tinsley promise to pay to the order of Duran & Nelson
One hundred & 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 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 dun gray horse mule & one
dun mare mule, two cows & calves, two dry cows, also 30 head of hogs
for the sum of One hundred & seventy five dollars, which amount has been
paid to me, and for which receipt is herewith given. For 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 T W Tinsley 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 T W Tinsley 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 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 28th day of January 1879.

Attest: T T Tinsley
J. D. Mason

T. W. Tinsley

The State of Alabama } I James T Super Judge of Probate for said county
Shelby County } hereby certify that J. D. Mason a subscribing witness
to the foregoing conveyance known to me, appeared before me this day

and being known stated that T W Tinsley the grantor in the con=
veyance 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 sub=
scribing witness, and that such other witness subscribed his name as
witness in his presence. — Given under my hand this 21st
day of January 1879. J T Leeper Judge of Probate
Filed for Record January 31st 1879 & Recorded February 2nd 1879.
James T Leeper Judge of Probate