Tinney Joseph
To
Duran & Nelson

The State of Alabama
Shelby County

On or before 1st day of Nov 1879 I Joseph Tinney promise to pay to the order of Duran & Nelson Two hundred 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 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 Durant & Nelson or agent or assign, the following described personal property, to wit: One Bay Horse Mule about ten years old name Mike also one Bay Horse Mule, also one Redish cow & calf also ten head of hogs, for the sum of Two hundred 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 Durant & 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 Durant & Nelson shall advance to the said Joseph Tinney 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 Joseph Tinney 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 29 day of January 1879

Attest: J. D. Mason — Joseph his x mark Tinney

Jesse Nivens

The State of Alabama } I James T Leper Judge of Probate for said county hereby certify
Shelby County } that J. D. Mason a subscribing witness to the foregoing conveyance known to me appeared before me this day and being sworn stated that Joseph Tinney 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 2d 1879.

James T Leper
Judge of Probate