Mardis Alex
To
Duran & Nelson

The State of Alabama
Shelby County

On or before the 1st day of Nov 1879 I Alex Mardis promise to pay to the order of Duran & Nelson Forty dollars for value received. The right of exemption under the ~~[illegible]~~ Constitution and law of Alabama is hereby waived as provided for in Section 7 Article 10 in the Constitution and Chapter 2 Title 6 part 2 of the Code of the State of Alabama. A part of 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 ~~[illegible]~~, without which it would not be in my power to procure the requirements to make such crop, and — hereby declare the aforesaid advance or the amount thereof shall constitute a lien on all the crop

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grown by me 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 their agent or assign the following described property, to wit: Also One cow Black & white spotted also one cow & calf. cow Black & white spotted the calf Brindle also one Dun & white heifer. On default of payment at maturity of the aforesaid obligation, the said Duran & Nelson or their agent or assign are hereby authorized to take said property into 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 Alex Mardis during the present year any money, provisions or merchandise of any description 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 Alex Mardis 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 to be claimed by wife, daughter or any one whatsoever but that this instrument is to constitute a lien on the entire crop raised on place this year.

Witness my hand & seal this 10th day of February 1879

J. D. Mason

Wm Tinney

Alex his X mark Mardis (Seal)

The State of Alabama } I James T Leeper Judge of Probate for said County
Shelby County } hereby certify that Isaac D Mason a subscribing witness to the foregoing conveyance known to me appeared before me on this day and being sworn stated that Alex Mardis 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 a witness in his presence.

Given under my hand this 13 day of February 1879. James T Leeper
Judge of Probate

Filed for Record February 13 1879 & Recorded March 3 1879
James T Leeper Judge of Probate