Howell Jno B
To
Duran & Nelson

The State of Alabama } On or before the 1st day of November 1879, I Jno
Shelby County } B Howell promise to pay to the order of Duran
& Nelson Sixty dollars for value received. The rights of exemp-
tion under the Constitution and laws of Alabama is hereby waiv-
ed, 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
without which it would not be in my power to procure the
requirements to make such crop, and I hereby declare the afore-
said advances or the amount thereof shall constitute a lien on all

the crop 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 letter and effect thereof I hereby also bargain, sell and convey to the said Duran & Nelson their Agent or assign the following described personal property to wit, one yoke of Oxen, one yellow spotted, & the other white, & two cows & calves, one cow red and the other brindle. In default of payment at maturity of the aforesaid obligation, the said Duran & Nelson, their 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 John C Howell 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 John C Howell 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 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 my place this year.

Witness my hand and seals this the 6 day of February 1879

Attest I D Mason — John C his X mark Howell (Seal)

W H Kidd

The State of Alabama } I James T Leper Judge of Probate for said
Shelby County } County hereby certify that Isaac D Mason a subscribing witness to the foregoing conveyance known to me appeared before me this day and being sworn stated that John C Howell 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 Leper
Judge of Probate

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