Brasher D C
To
Duran & Nelson

The State of Alabama) On or before the first day of November 1879,
Shelby County { I David C Brasher promise to pay to the
order of Duran & Nelson twenty Dollars for, value received,
The right of exemption under the constitution and laws 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 mak=
ing 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 all the crop grown by me in Talladega 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 — their agent or assign the following described personal property to wit: 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 David E Brasher 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 David E Brasher 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 anyone whatsoever. but that this instrument is to constitute a lien on the entire crop raised on my place this year.

Witness my hands and seals this 21st day of February 1879

J. D. Mason Attest — D. E. Brasher (Seal)

R. H. Long

The State of Alabama) I James T Leeper 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 D E Brasher 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 24 day of February 1879 — J T Leeper
Filed for Record February 24, 1879 & Recorded — Judge of Probate
March 17, 1879 — James T Leeper Judge of Probate