Bates T J
To
Duran & Nelson

P

The State of Alabama) On or before the 1st day of Nov 1879 I T J
Shelby County (Bates promise to pay to the order of Duran
& Nelson Thirty 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 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 hereby declare the aforesaid advances or the
amount thereof shall constitute a lien on all the crop
grown by — in Shelby County, Alabama this year
in accordance with the Act approved January 15th 1866;
and to further secure the payment of the aforesaid obliga-
tion according to the tenor and effect thereof — hereby
also bargain, sell, and convey to the said Duran &
Nelson their agent, or assign the following described
personal property, to wit: Three cows & calves
In default of payment at maturity of the aforesaid
obligation, the said — 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 T J Bates 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 T. J. Bates 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 my place this year,
Witness my hands & seals this 27 day of Feb 1879
I D Mason attest
Bruce Harris

T. J. Bates (Seal)

The State of Alabama) I James T Leeper Judge of Probate for
Shelby County (said 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 T J Bates the grantor in the conveyance volun=
tarily executed the same in his presence and in the pres=
ence 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 wit=
ness subscribed his name as witness in his presence,
Given under my hand this 24 day of February 1879
J T Leeper Judge of Probate
Filed for Record February 24 1879 & Recorded March 17 1879
James T Leeper Judge of Probate