Lolley N J
To
H Fox

The State of Alabama } On or before first day of October 1879 I
Shelby County } promise to pay to the order of H Fox Fifty
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, Newton Jas per his Lolley mark
The consideration of this obligation is an advancement made
by said H Fox 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 1868; and to fur-
ther secure the payment of the aforesaid obligation ac-
cording to the tenor and effect thereof I hereby also bar-
gain, sell and convey to the said H Fox or agent or assign
the following described personal property to wit: one Mare
named Kit: two Steers one white and blk and one blk and
white named Buck and Bright one two horse wagon,
for the sum of Fifty 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 H Fox or agent or assign is hereby
authorized to take said property into his possession sell the
same as he 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 R. Fox shall advance to the said Newton Jasper Lolley 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 Newton Jasper Lolley hereby declare 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 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 28 day of January 1879

Attest: Wm C Burris — Newton Jasper his Lolley mark

Andrew West

The State of Alabama } I R D Harris Justice of the Peace in and for
Shelby County } said county hereby certify that Andrew West a subscribing witness to the foregoing conveyance known to me appeared before me this day and being sworn stated that Newton Jasper Lolley 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 ~~subscribing~~ witness subscribed his name as a witness in his presence. Given under my hand this 21st day of January 1879

R D Harris Justice of the Peace

Filed for Record February 24 1879 & Recorded March 10 1879

James T Leper Judge of Probate