Cohill Frank Jr) The State of Alabama) On or before first day of Nov 1879 I promise
To Shelby County (to pay to the order of W. T. Smith Forty
W T Smith 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.
The consideration of this obligation is an advancement made
by said W T Smith 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 all of my corn + cotton crop grown on my
own or any other plantation in Shelby County Alabama
this year, in accordance, with the Act approved January
15th 1866; and to further secure the payment of the afore-
said obligation according to the tenor and effect thereof
I hereby also bargain, sell and convey to the said W T Smith
or agent or assign, the following described personal property
to wit: any and all of my stock more cows &c.
For the sum of Forty 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
W T Smith or agent or assign I hereby authorized to take said
property into his possession, sell the same as I may deem best
and apply the proceeds thereof to the payment of this obliga-

=tion 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 W T Smith shall advance to the said Frank Cobill Jr 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 Frank Cobill Jr 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 said 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 said place this year.

Witness my sigature this 12th day of Feby A D 1879

attest: J R Somerville — Frank his x mark Cobill Jr

J F Pope

State of Ala } Personally appeared before me a Justice of the Peace
Shelby County } for said State J F Pope who is personally known to me and made oath in due form of law that Frank Cobill Jr whose name is signed to the foregoing instrument voluntarily signed the same in his presence on the day the same bears date

Given under hand this the 12th day of Feby 1879.

David Edwards
Justice of the Peace

Filed for Record March 1st 1879 & Recorded March 21st 1879

James T Leeper Judge of Probate