Cohill Mose
To
W.T. Smith

The State of Alabama } On or before first day of Nov 1879 I prom-
Shelby County } ise to pay to the order of W. T. Smith Thirty
five 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 - hereby
declare the aforesaid advances or the amount thereof shall
constitute a lien on all crop of corn & cotton grown on my
own & Fitches plantation 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 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 - one Sorrel
horse called Bill, For the sum of Thirty five 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 he may deem best, and apply the proceeds thereof

Satisfied
W.T. Smith

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 W T Smith shall advance to the said Moses Cohill 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 Moses Cohill 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 places 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 places this year.

Witness my signature this 12th day of Feby A.D. 1879.

Attest. J. F. Pope

Moses his mark Cohill

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 Moses Cohill whose name is signed to the foregoing instrument voluntarily signed the same in his presence on the day the same bears date.

Given under my hand this the 12 day of Feby 1879

David Edwards
Justice of the Peace

Filed for Record March 1st 1879
and Recorded March 2nd 1879

James T Leeper Judge of Probate