

Wayne Landau The State of Alabama & On or before the 1st day of November
To Shelly County & 1879 promises to pay to the Order of
T J Martin T J Martin fifty 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 T J Martin of money
and provisions to the above amount bona fide for the pur-
pose of making a crop this year 1879 and without
which it would not be in my power to procure the
means to make such crop and I hereby declare
the aforesaid advances or the amount thereof shall con-
stitute a lien on my crop grown on my plantation in
Shelly 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 T J Martin or agent or

Assyss the following described personal property to-wit
 On my wagon and entire Crop of corn and cotton to be
 grown the present year for the sum of fifty six
 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 T J Martin
 or agent or assyss I hereby authorized to take said property
 into my possession sell the same as he may deeme
 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 and expenses incident is paid at maturity
 this conveyance is null and void And it is further
 agreed if the said T J Martin shall advance to the
 said Landon Swayne during the present year
 any money or possessions over and above the amount
 of said note this instrument shall also stand as sec
 urity for the same as fully as if included in said note
 And the said Landon Swayne hereby declare that the
 above conveyed property is my own and that there is
 no lien or incumbrance on the same In further con
 sideration of the promises 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 instru
 ment is to constitute a lien on the entire crop raised
 on my place this year Witness my signature this 26th
 day of January 1879

Robert L Flippin

Lour Swayne

Filed for Record March 11th 1879 Recorded March 27th 1879
 J T Leeper Judge of Probate