Bennett W. A.
To
Duran & Nelson
P

The State of Alabama) On or before 1st day of Nov 1879 I W. A. Bennett
Shelby County) promise to pay to the order of Duran & Nelson Forty
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 I hereby declare the
aforesaid advances or the amount thereof shall constitute a lien on
all the crop grown by me in Shelby County, Alabama this year
in accordance with the Act approved January 25th 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 Duran & Nelson, their agent, or assign the following described
personal property to wit; One red cow & calf also one Spotted cow & calf.
In default of payment at maturity of the aforesaid obligation
the said Duran & Nelson or their agent or assign are hereby author-
ized 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 obli-
gation 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 W. A. Bennett 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 W. A. Bennett 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 so whatsoever, but that this instrument is to constitute a lien on the entire crop raised this year.

Witness my hands and seal this 8th day of March 1879

F. A. Nelson Attest — W. A. Bennett his mark (Seal)

I. D. Mason

The State of Alabama) I James T Leeper Judge of Probate for said
Shelby County) 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 W. A. Bennett 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 witness and that such other witness subscribed his name as witness in his presence, - Given under my hand this 12 day of March 1879

J. T. Leeper Judge of Probate

Filed for Record March 12 1879 & Recorded April 16 1879

James T Leeper Judge of Probate