Brasher A.J. To Duran & Nelson

The State of Alabama
Shelby County

On or before the first day of November 1879 I A.J. Brasher 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 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 Duran & Nelson their agent or assign the following described property to wit: one yoke of black Oxen about five years old, two red cows, about five & six years old, two red & white spotted yearlings two years old & one dun yearling 1 year old, also one ox wagon

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In default of payment at maturity of the aforesaid obligation, the said Duran & Nelson their agent or assign are hereby authorized to take said property into their 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 obligation 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 A.J. Brasher 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 A.J. Brasher hereby declares that the above conveyed property is his own and that there is no lien or incumbrance on the same, except on the crop.

In further consideration of the premises I hereby also declare that there will be no outside crops to be claimed by wife, daughter or anyone whatsoever, but that this instrument is to constitute a lien on the entire crop raised on my place this year.

Witness my hands and seal this the 28 day of February 1879

J.D. Mason attest
J.B. Hill

his
A.J. × Brasher (Seal)
mark

The State of Alabama) I James T Leper 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
A J. Brasher 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. Leper Judge of Probate

Filed for Record March 12 1879 & Recorded April 16 1879

James T Leper Judge of Probate