

Joiner John, (The State of Alabama) On or before 1<sup>st</sup> day of November 1849 I from-  
 Do Shelby County (ise to pay to the order of Leeper & Co Twenty  
 Leper & Co Dollars for value received. The right of exemption, under the  
 Constitution and laws of Alabama, is hereby waived as provided  
 P 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 Leper & Co of money and provisions to the above amount  
 "bona fide", for the purpose of making a crop this year 1849  
 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 15<sup>th</sup> 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 Leeper & Co their agent, or assign, the following described personal property to wit: one cow and calf. The Cow a red color, also my entire crop raised by me in the year 1879. In default of payment at maturity of the aforesaid obligation the said Leeper & Co 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 Leeper & Co shall advance to the said John Joiner 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 John Joiner 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 to be claimed by wife daughter or anyone whatsoever, but that this instrument is to constitute a lien on the entire crop raised on the place this year.

Witness my hands and seals this 13<sup>th</sup> day of March 1879

Walter Orr attest,

John <sup>his</sup> Joiner <sup>mark</sup> Seal

The State of Alabama) I Walter Orr Notary Public do hereby  
Shelby County & certify that John Joiner whose name is  
signed to the foregoing conveyance, and who is known to me  
acknowledged before me on this day that being informed of the  
contents of the conveyance, he executed the same voluntarily  
on the day the same bears date.

Given under my hand this 13<sup>th</sup> day of March A.D. 1879.

Walter Orr N.P.

Filed for Record March 13<sup>th</sup> 1879 & Recorded April 17<sup>th</sup> 1879

James T. Leeper Judge of Probate