Patton Mat & Wife To Hawkins & Co

The State of Alabama } This indenture entered into between Matthew
Jefferson County } Patton and his wife Temperance Patton of the first part, R. N. Hawkins trustee of the second part and Hawkins & Co. of the third part,

Witnesseth That whereas the said parties of the first part are indebted to the parties of the third part in the sum of one hundred & Ten & 92/100 dollars, and the said parties of the third part agree to advance supplies, mules and merchandise to the said parties of the first part for their and use not to exceed in amount Ten hundred dollars, and for the use Samuel Patton not to exceed in amount Seventy Five Dollars, and for the use of Thomas G. Patton not to exceed in amount Fifty Dollars. The said supplies for their and use are obtained by the parties of the first part to make a crop, and without the said advances the said party of the first cannot not

procure the necessary teams and supplies to make a crop the present year,
Now therefore in order to secure the payment of the said sums of money the said party of the first part, have this day bargained, sold and conveyed unto the party of the second part the following real and personal property To wit. The NE 1/4 of NW 1/4 Sec 13 T 19 R 3 West the land bought of the A & C. R. R, also N 1/2 of SW 1/4 Sec 13 T 19 R 3 West, being the land bought of Stephen Downs, also one bay horse eight years old named Sorrum, 1 Chestnut sorrel horse twelve years old called Henry, and yoke of Steers Buck and Ball, and 3/4 wagon, and Blacksmith & Woodstock tools,
Also all of Cotton that may be planted grown or raised by the said parties of the ~~second~~ first part this employees or tenants during the present year in Shelby County Alabama,
To hold and to hold forever on conditions of trust as follows,
If the said parties of the first part shall on or before the 25th day of December next pay off the said debt of one hundred & Ten & 97/100 Dollars, and as much of the said sums two hundred dollars Seventy five Dollars and Fifty Dollars as may have been advanced, this instrument is to be void, but if the said parties of the first part should fail to pay off the said sums of money ~~and~~ at the time and in the manner aforesaid, or should attempt to sell any of said property or move the same from the limits of Shelby County it shall be lawful for the said party of the second part to take the said property into custody, and after giving ten days notice of the time place and terms of sale by written notice posted in ten public places in Shelby County to sell the same for cash and from the proceeds of thereof pay off the said debt of one hundred & Ten & 97/100 Dollars, and much of the said sums of Two hundred dollars, Seventy five Dollars & Fifty Dollars as may have been advanced and the cost of this deed, The balance if any shall be paid to the parties of the first part.

This the day of March 1873.

Mathew his mark Patton

Attest
To Matthew Pallow, signature
S. H. Dupuy
H. W. Hawkins
To Mrs Pallow signature
H. W. Hawkins
H. G. Tollet

Mrs Temperance x her Pallow mark

The State of Alabama
Jefferson County } I Jno C. Morrow Judge of the Probate in Court in and for said County hereby certify that H. W. Hawkins a subscribing witness to the foregoing Conveyance Known to me appeared before me this day and being sworn stated that Matthew Pallow and his wife the Grantors in the Conveyance voluntarily Executed the same in his presence and in the presence of the other Subscribing witness on the day the same in his presence and in the presence of the other witness on the day the same bears date, that he attested the same in the presence of the grantors and the other witness, and that such other witness subscribed his name as a witness in his presence,

Given under my hand at Office the 7th April 1873,

Jno C. Morrow
Judge,

Filed for Record June 2d 1873 and Recorded June 16th 1873.

J. T. Lupin
Judge of Probate,