Prewitt Peter W. & John S. To Paul H Earle

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The State of Alabama } Whereas, Paul H Earle agrees to ad-
Jefferson County } vance us in necessary provisions, farming tools and implements not to exceed in amount Fifty dollars, and Whereas we are indebted to Paul H Earle, in the sum of Seventy five & 5/100 dollars, by promissory note, dated February 1st 1878, and due February 2nd 1878, for necessary provisions farming tools and implements to make a crop. The said advances are obtained bona fide for the purpose of making a crop, and without such advances it would not be in our power to obtain the necessary teams, provisions, and farming implements to make a crop in the year 1878, we therefore grant unto Paul H Earle the statutory lien on our crop of cotton and corn grown in the year 1878, in Shelby County Ala, as provided by section 1838 of the Revised Code of Alabama. And ~~in~~ for payment for said advances including note we hereby agree to waive all right of claim to personal property exemption, secured to us under the Constitution and laws of the State of Alabama. And in order to better secure payment for said advances including note, we hereby bargain, sell and convey unto Paul H Earle, his heirs and assigns, the following property to wit; a certain sorrel horse mule six years old next spring, the property of Peter W Prewitt. Also a certain gray horse twelve years old, the property of John S. Prewitt. If we fail to pay off said advances and the cost of this deed by the 1st November, 1878, or if we attempt selling or attempting to sell any of said crop or other property, or moving the same from the limits of Shelby & Jefferson County, Paul H Earle is authorized to take all of said property into custody, and after giving five days notice by posters in two public places in Jefferson County to sell the same at Birmingham Ala for cash, and with the proceeds thereof pay off for said advances and the cost of this deed. The balance shall be paid to the undersigned

In testimony whereof we hereunto set our hand and affix our seal, on this the 1st day of February 1878. P. W. Prewitt (S S)

Attest: R. A. Tessellp & Jno S Sing J. S. Prewitt (S S)

Statement not a part of the Deed

We hereby state that we own in our own right the property conveyed above, & there is no prior lien on the same. P. W. Prewitt (S S)

R. A Tessellp & Jno S Sing J. S. Prewitt (S S)

Filed & Recorded March 13th 1878.

J T Seeger Judge of Probate