Patton Matthew
+Wife
To
Paul H Earle

The State of Alabama, Jefferson County } Whereas Paul H Earle agrees to advance to — in necessary provisions, farming tools and implements not to exceed in amount — dollars, and Whereas we Matthew Patton + Temperance Patton his wife are indebted to Paul H Earle in the sum of one hundred + Sixty one + 42/100 dollars, by promissory note, dated March 20th 1878, and due March 21st 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 team, 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 1858 of the Revised Code of Alabama, and for payment for said advances including note we hereby agree to waive all right or 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: The north East quarter NE/4 of the north West quarter (NW/4 of Section Thirteen Township Nineteen (19) Range three (3) West, Also the North half (N/2) of the South West quarter (SW/4) of Section thirteen Township Nineteen (19) Range three West, the land bought of Stephen Downs and the same on which we now reside. Also a dark sorrel mare mule about fifteen years old, also a certain yoke of Steers, one a red spotted Steer and the other a white Steer,

If we fail to pay off said advances and the cost of this deed by the 1st November, 1878, or upon our selling or attempting to sell any of said crop or other property, or moving the same from the limits of Shelby 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~~ 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, Intestimony whereof we hereunto set our hand and affix our seal, on this, the 20th day of March 1878,

Attest: Jno S Going — Matthew his X mark Patton (S S)
R A Terrell Jr — Temperance her X mark Patton (S S)

Statement not a part of the Deed

We hereby state that we own in our own right the property conveyed above and there is no prior lien on the same, except the lien of Hawkins + Earle on the land + P H Earle on the stock

Jno S Going — Matthew his X mark Patton (S S)
R A Terrell Jr — Temperance her X mark Patton (S S)

The State of Alabama } I W W Moore a Justice of the Peace for
Jefferson County } said County hereby certify that Matthew
Patton & Temperance Patton whose names are signed to the
foregoing conveyance and who are known to me acknowl-
edged before me on this day that being informed of
the contents of the conveyance they executed the same
voluntarily on the day the same bears date.
Given under my hand this 20th day of March 1878.

W W Moore Justice of Peace.

The State of Alabama } I W W Moore Justice of the Peace in
Jefferson County } and for said County do hereby cer-
tify that on the 20th day of March 1878, came before
me the within named Temperance Patton made
known to me to be the wife of the within named
Matthew Patton who being by me examined separate
and apart from her husband touching her signature
to the within conveyance acknowledged that she
signed the same of her own free will and accord,
and without fear, constraint or threats on the part
the husband.
In Witness whereof, I hereunto set my hand this 20th day
of March 1878.

W W Moore Justice of Peace

Filed and Recorded April 24th 1878

J T Leeper Judge of Probate