Prentice Daniel L
To
Jno. T. Cromwell

The State of Alabama } This Indenture made and entered into
Dallas County } by and between Daniel L. Prentice party of the first part of said County and John T. Cromwell of Shelby County said State party of the second part Witnesseth, That whereas heretofore to wit on the 3rd day of August AD 1877 the said party of the first part owned jointly with one Ben Seeley the following described store house and lot situated in the town of Columbiana Shelby County said State and more particularly described as follows viz: The store house and lot, bought by C W Walls & Co of Amos M Elliott and sold by him to said party of the first part and the said Ben Seeley, situated on the west side of the street, running north from the Court house in Columbiana, and bounded on the north by the house and lot known as the old Dimas Grocery and now owned by A M Elliott and on the south by the John M McClanahan old office now owned and occupied by the Mess Seale Bros as a bar room and on the west by the lot of James T. Leeper, said party of the first part and said Ben Seeley owning each one undivided One half interest in said lot or store house & lot. And whereas on the 4th day of August AD 1877 the said party of the first part had prepared a deed conveying said above described property to John T. Cromwell, the said party of the second part, conveying him the entire interest in and to said property for the Consideration of Two hundred and Seventy five dollars which said deed said party of the first part properly signed and executed, and which it was intended and desired that the said Ben Seeley should also sign and execute, his name appearing in the body of said deed as one of the parties thereto, and as it was intended that the entire interest in said property was to be conveyed to said party of the second part and whereas the said Ben Seeley refused and failed to sign said deed and whereas inasmuch as the said Ben Seeley refused and failed to sign said deed and thereby convey his undivided One half interest in said property to said party of the second part, and the said party of the first part in fact only conveyed his undivided one half interest in said property to said party of the second part and whereas said party of the first part being

desirous of removing all complications and cloud from the title to said property, and that the undivided one half interest of the said Ben Ruley may remain absolute ascertained and certain, Now therefore in consideration of the above and for the further consideration of the said sum of Two hundred and Seventy five dollars, heretofore paid to said party of the first part by said party of the second part, receipt whereof is hereby acknowledged said party of the first part hereby grants bargains sells and conveys to the said party of the second part his undivided one half interest in and to the above mentioned and following described store house & lot, situated in said Town of Columbiana Viz: The store house and lot bought by C. W. Walls & Co. of A. M. Elliott & sold by him to said party of the first part and the said Ben Ruley as joint tenants or tenants in common situated on the west side of the street running north from the Court house in Columbiana and bounded on the north by the house and lot known as the old Dumas grocery and now occupied by Amos M. Elliott and on the south by the J. M. McClanahan old office now owned and occupied by Messrs Leale Bros as a barroom, and on the west by the lot of James T. Leflar. To have and to hold to the said party of the second part his heirs and assigns forever the above described undivided one half interest in said property. And the said party of the first part hereby covenants with the said party of the second part that he has a good right to sell and convey said land or lot so far as his undivided one half interest is concerned, and hereby covenants with said party of the second part, to bind himself his heirs and legal representatives to forever warrant and defend the title to his said undivided one half interest in said property, to the said party of the second part his heirs and assigns forever, against the claim of all and every person and against the Government of the United States Given under my hand and seal this the 10th day of December A.D. 1879.

Witnesses R. G. Wood
Wm. M. Wallace

D. L. Prentice (Seal)

The State of Alabama } I, R. G. Wood Probate Judge in and for
Dallas County } said County hereby certify that
David L. Prentice who is known to me, appeared
before me on this day & whose name is signed
to the foregoing conveyance acknowledged
before me on this day that being informed of the

contents of the same he executed the same voluntarily on the day the same bears date — Witness my hand this the 10th day of December 1879.

R.G. Wood Probate Judge.

Filed for Record November 12 7880 & Recorded December 17 7880.

J.T. Leeper Judge of Probate.