Dresser J. F.
v
Knox
To
J. Adams,

State of Alabama
City and County of Montgomery.

Know all men by these presents. That Whereas, Thomas K. Ferguson, was on the 4th day of June A. D. 1893. duly adjudged and declared a bankrupt on proceedings duly instituted in that behalf in the District Court of the United States for Middle District of Alabama, and Whereas James F. Dresser and Robert H. Knox were on the 18th day of June A.D. 1893. duly appointed assignees in bankruptcy of all the Estate, property, rights and credits of the said Thomas K Ferguson, and have duly qualified, in that behalf, And Whereas James Adams and Nancy E. Adams his wife did on the 11th day of April A.D. 1874, Execute a certain deed of Mortgage, conveying to said Thomas K Ferguson in addition to certain other property therein mentioned the following to wit: All and singular the tract or parcel of land situated in the County of Shelby, State of Alabama described as follows: Commencing at the lot of J. T. Hall and running

thence north to the Selma Rome and Dallon Rail Road, thence East along the line of said Rail Road, and thence South west on the line of the Selma Road to said J. T. Halls lot forming a triangle, the base of which lies along said Rail Road, and whose apex is at the lot of said Hall, containing twelve acres more or less, together with all & singular the tenements, hereditaments, rights, members, privileges and appertenances, thereunto belonging or in any wise appertaining. And whereas the said James Adams and N. E. Adams have made default in the payment to said Fergusson of the debts secured by said Mortgage on to wit: the 1st day of January A. D. 1894, when the same fell due, by subsequent agreement between said parties contained in a deed of trust made by said Adams and wife to said Fergusson January 27th 1893.

And whereas under and by virtue of the power vested in as such assignee as aforesaid, and under the terms and provisions of said Mortgages, and after due advertisement thereof for twenty days in "The Shelby Guide" a certain newspaper published in the town of Columbiana County of Shelby, State of Alabama, we exposed the property, hereinbefore described for sale at public outcry, and whereas at said sale, A. A. Sterrett was the highest and best bidder for said property, and thereupon became the purchaser thereof, at and ~~before~~ for the price of one hundred and twenty nine and 50/100 Dollars. Now in consideration thereof and of the payment to us in full of the said sum of one hundred and twenty nine and 50/100 dollars by the said A. A. Sterrett the receipt whereof is hereby acknowledged we have bargained, sold and conveyed, and by these presents do hereby bargain, sell and convey unto the said A. A. Sterrett, all the right title and interest which the said James Adams, and N. E. Adams his wife, had in and to the said property on the said 11th day of April A. D. 1894, or at the time of said sale, and all the right, title and interest which the

said Thomas K Ferguson, acquired in and to said property under and by virtue of said mortgage.

To have and to hold unto the said A. A. Sterrett his heirs and assigns, Executors, and administrators forever.

In testimony whereof we have hereunto set our hands and seals this 23rd day of June A.D. 1894, as aforesaid.

James F. Dresser (Seal)
Robt H. Knox (Seal)

State of Alabama
City and County of Montgomery

I E. R. Mitchell a Notary Public in and for said County and State hereby certify that James F. Dresser and Robt H. Knox whose names are signed to the foregoing instrument, and who are personally known to me acknowledged before me on this day that being informed of the contents of said Conveyance they voluntarily executed the same on the day the same bears date, as the assigns in Bankruptcy of Thomas K Ferguson a Bankrupt. Given under my hand this 29th day of June A.D. 1894.

E. R. Mitchell
Notary Public
Montg Co Ala

Seal
State Stamp

Filed for Record July 6th 1894 and Recorded July 14th 1894.

J. T. Leper
Judge of Probate