Hardy J. D. & Co. To McElroy.

This indenture, made ~~and entered~~ the first day of February 1882, between James D. Hardy and L. A. Hardy his wife A. D. Cheney and L. E. Cheney, his wife and W. H. Lee, of the town of Calera in the County of Shelby and State of Alabama parties of the first part and J. C. McElroy of Shelby County and State of Alabama, party of the second part. Witnesseth, that the said parties of the first part for and in consideration of the sum of One hundred and twenty five dollars lawful money of the United States to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part, his heirs, executors and administrators forever released and discharged from the same by these presents, have granted, bargained, sold aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain sell, alien, remise, release, convey, and confirm unto the said party of the second part and to his heirs and assigns forever, all that parcel of ground known as the lot number (407) four hundred and seven, and the South half (S½) of lot (406) four hundred and six, having ninety feet front in all on Montgomery avenue and running back one hundred and thirty three feet, in accordance with Davis

plot of Calera, made the first day of May 1869, said lot and half lot, being and lying in Shelby County and State of Alabama, and also all the Estate, right, title, interest dower and right of dower, property, possession claim and demand whatsoever, as well in law as in Equity of the said parties of the first, of, in and to the above. To have and to hold the above granted, bargained, and described premises unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit and behoof forever. And the said parties of the first part their heirs, the above described and hereby granted and released premises, unto the said party of the second part, his heirs and assigns, against the said parties of the first part and their heirs, and against all and every person and persons, whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend. Upon condition however, that the said J. C. McElroy, shall within this and the first day of December 1882, build on the above described ground a house to cost not less than three hundred dollars, in which if he fail, this deed to be void, otherwise to remain in full force and virtue. In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

J. D. Hardy. (Seal)
L. A. Hardy. (Seal)
A. D. Cheney. (Seal)
L. E. Cheney. (Seal)
Wm. H. Lee. (Seal)

State of Alabama } Then personally appeared
Shelby County } before me J. D. Hardy and L. A. Hardy, his wife A. D. Cheney, L. E. Cheney his wife and W. H. Lee, and severally acknowledged the foregoing instrument by them signed and sealed to be their free

act and deed: and L. A. Hardy and L. E. Cheney being by me examined apart from their respective husbands, acknowledged that they executed the said deed freely and without any fear or compulsion of their said husbands. Given under my hand this the first day of February. 1882.

H. L. Oliver.
A. P. ex-off. J. P. S. C.

Filed for record June 28th/1882 & recorded Nov. 28th/1882.
James T. Leeper. Judge of Probate.