Geo M Pigh
Admr. to
Lewis
~~Davis~~ & Lyman

The State of Alabama Shelby County.
This indenture made the 20th day of January in the year of our Lord one thousand eight hundred & seventy between George M. Pigh as administrator of the estate of John P. Pigh late of the County of Montgomery in said state, now deceased, of the one part, and Burwell B. Lewis and Henry R. Lyman as the executors of the last will and testament, of Edward Davis, late of said Shelby County, now dec.d in trust and for the use and benefit of the heirs, and legatees under said will, and of those to be as creditors are interested in the estate of said Edward Davis dec.d of the other part.
Whereas Abner J. Mills, of said Shelby County being indebted, to said John P. Pigh in his life time in the sum of five thousand, dollars, the purchase money of the land, hereinafter described, as was evidenced by two promissory notes, for twenty five hundred

dollars each, bearing even date with this mortgage herein recited one at twelve 12 months, the other at 24 months & each bearing interest from date for the purpose of securing the said sum of money to the said John O. Figh did by a certain mortgage in writing bearing date the 7th day of January 1863 convey to said John O. Figh the lands hereinafter described with the following conditions and forms, to wit: That in case the said Wells, shall pay the said notes above described then the said conveyance to be void: but if defaults be made in the payment of said notes at the time they may fall due, it shall be lawfull for said John O. Figh his heirs and assigns to take into his possession the said land and sell the same, to the highest bidder at public auction for cash at the Court house door of the County of Shelby and State aforesaid giving at least 20 days notice of said sale by advertisement in some paper published in the City of Selma, the said Wells agreeing to warrant & defend the title which may be made in the event of such sale, under the powers of said mortgage, & waiving all informality in advertising said property. And whereas said Wells did fail to pay the last of said notes, or any part of the same, or any part of the interest that accrued thereon, at the time said note fell due or at any time afterward and whereas before any sale was made, had under or by virtue of said mortgage the said John O. Figh departed this life, and thereupon the said Geo. M. Figh, one of the heirs of said John O. Figh dec^d was on the 23rd day of February 1866 duly appointed the administrator of the estate of said John O. Figh dec^d and the said Geo. M. Figh as such administrator & for the heirs of said John O. Figh dec^d after having advertised time, place & terms of the sale in all particulars as was required in said mortgage did under & by virtue of the same on the 23rd day of March 1869 at the Court house door of said Shelby County offer the said lands for sale on the terms aforesaid and thereupon the said Edward Davis bid the sum of twenty three hundred & fifty dollars, on the same being

the highest bid made the said lands were knocked off to ~~him~~ said Edward Davis, And whereas the said Edward Davis, departed this life soon after said sale and before the grantor hereof had executed & delivered a deed for said lands under his said purchase Now therefore this indenture witnesseth: that the said George W. Figh as the said administrator, for and in consideration of the sum of twenty three hundred & fifty dollars, the amount, bid by the said Davis, for said land, the receipt whereof is hereby acknowledged, hath bargained & sold, and by these presents by force & virtue of the power contained in said recited mortgage does grant, bargain, sell, convey alien release & confirm unto the said parties of the second part as aforesaid the said lands the same being described in in words in said mortgage as follows: viz: "All and singular those tracts & parcels of land which have been conveyed by deed, from said John P. Figh & Jane Figh his wife to the said Abner J. Wells, which deed bears even date with these presents, & is recorded in the office of Probate Judge, for said County of Shelby. said deed being refered to as a part of this mortgage. and which said lands are situated in Shelby County being the lands formerly sold by Alexander Nelson, to "Calvin Brown & Figh", and which are designated by numbers as follows: to wit: SE¼ of Sec. 21 township 22 R 3 west & fractional part of NE¼ of Sec. 3 T. 24 R 12 East, & fractional part of fractional sec. 28. T. 22 R. 3 W & that part of the NW¼ of Sec. 3 T. 24 R. 12 East on south side of shoal creek, & fractional part, of sec. 3. T. 24 R 12 East in all, 453 acres, more or less. Also fractional part of NE¼ of sec 3 T. 24 R. 12 East containing 32 acres & also SE¼ of SW¼ of Sec. 22 T 22 R 3 W. & NE¼ of SE¼ & NE¼ of NW¼ of Sec ten (10) T. 24 R 12 East- Together with the appurtenances & hereditaments thereunto belonging To have and to hold the said lands, hereditaments premises hereby granted, unto the said parties of the second part in their representatives capacities as aforesaid.

It being understood and agreed the covenants are implied between the parties hereto by the use of the words "grant, bargain, & sell" or either of them in this deed.

Given under my hand and seal this day and

year above written.

Geo. M. Pugh admr. of Est. J. P. Pugh

This conveyance being intended and understood as an execution of the power of sale contained in said mortgage without any warranty by the said George M. Pugh as administrator or otherwise.

Geo. M. Pugh. Admr. of Est. of J. P. Pugh

The State of Alabama } Probate Court.
Montgomery County. }

I, George Ely, Judge of the Probate Court, in and for the County and State aforesaid, hereby certify that Geo. M. Pugh adm'r of Est. of J. P. Pugh whose name is signed to the foregoing conveyance, known to me, acknowledged before me on this day that being informed of the contents of the said conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand, this 10th day of March, A.D. 1870.

George Ely.
Judge of Probate Court Montgomery Co.

Filed June 7th 1883. & recorded June 9th 1883.

James T. Leeper. Judge of Probate.