Lefler
to
Vassar

~~Know all men by these~~

The State of Alabama } Know all men by these presents
Shelby County } That a Mortgage having been executed
to Lefler & Co by Henry J Kelly dated the ninth day of April
1879 and due on the 1st day of May 1880 to secure
the payment of a promissory note bearing even date
with said mortgage executed by the said Henry J Kelly
for the sum of Two hundred and fifty dollars payable
to Lefler & Co on the 1st day of May 1880 which said
Mortgage was duly recorded in the office of Judge of
Probate of said County on the 9th day of May 1879
in Mortgage Book No 1 Page 130 upon the following
described real estate lying and being in the Town
of Columbiana in said County to-wit Beginning at
the N W Corner of the S W 1/4 of the S E 1/4 of Sec 23 Tp 21 R 1 West
thence South 47 Poles 20 links to the Railroad depot
grounds thence N E with the railroad boundary across
the 1 branch 27 poles 3 links to a stake containing in
all three & one half acres more or less also the following
described tract or parcel of land lying adjoining to the
above to wit: Beginning at the point on the North side
of the Selma Rome & Dallas RR North East of the
depot improvement by Joseph Roper between the lot
formerly owned by Mrs Smith and a
branch on the north side of the railroad boun-
dary 14 Poles 25 links thence north with the
fence to the west boundary line of the S E 1/4 of
the S W 1/4 of Section 23 Tp 21 R 1 West a little less

then 6 chains thence north on said line 5 chains thence thence East 14 chains and 24 links to Mrs Smith's lot thence South East with the south line to 10 chains to the point of beginning containing 2 acres more or less all known as the "Mrs Eliza Thompson place" which said Mortgage was given to secure the purchase money of said lot & Land and whereas said Mortgage debt was not paid on the said 1st day of May 1880 when the same became due the said Leighs & Co by virtue of and under the power given in said Mortgage did advertise and sell said real estate in accordance with the terms of sale as stipulated in said Mortgage in front of the Court house door in Columbiana on the day of 18 and at said sale George R Vassar being the highest best & last bidder therefor became the purchaser for the sum of three hundred and fifty dollars

Now in consideration that the terms of said sale have been complied with the purchase money having been paid by the said Geo R Vassar the receipt whereof is hereby acknowledged and in the further consideration of one dollar to the undersigned in hand paid I John S Leighs as surviving partner of the said firm of Leighs & Co do hereby grant bargain sell and convey to the said Geo R Vassar the above described real estate with the exception of that mentioned in provision below with all the privileges & appurtenances thereunto belonging or in anywise appertaining To have and to hold unto the said Geo R Vassar his heirs and assigns forever in fee simple

Provided however that the portion of the above described land which was sold by the said Henry J Kelly to one Asbury Leonard was not included in the above sale and is not included in this conveyance but is excepted from and out of the same

In witness whereof I have hereunto set my hand and seal this 5th day of June 1883

John S Leighs (L.S.)

Over

The State of Alabama } I Gordon DuBose a notary
Shelby County } Public & Ex officio Justice of the
Peace for said County hereby certify that John S
Lesher whose name is signed to the foregoing
Conveyance and who is known to me acknowl-
edged before me on this day that being informed
of the contents of the Conveyance he executed the
same voluntarily on the day the same bears date
Given under my hand this 5th day of January 1893

Gordon DuBose
N.P. Ex. off. J.P.

Filed for record Jany 11th 1893 & Recorded
John S Lesher Judge of Probate