Spencer & wife to The New England Mortgage Security Co to J P R Sherman

Know all men by these Presents: that whereas, on the 30th day of December, 1886, John P. Spencer and Mackie S Spencer of Shelby County, Alabama, executed and delivered to the undersigned, The New England Mortgage Security Company, their mortgage deed with full covenants of warranty on certain lands hereinafter described, which said Mortgage was duly recorded in the office of the Judge of Probate in and for said County and State in Book of Mortgages No 17 at Page 16 et seq., to secure payment of the debt therein described and whereas said mortgage so executed and delivered provided that if the party of the first part shall make default in the payment of the notes therein described, or of any compensation to attorney, within twenty days after the same becomes due, or shall fail to keep and perform each and every stipulation, agreement or covenant herein contained, then and in any such event the whole sum of money herein secured may, at the option of the holder of said note, and at said holder's option only, be declared due and payable at once", and whereas default was made in payment of the amount due on said mortgage contract, for more than twenty days after the same became due, and whereas, the undersigned, as owner and holder of said note and mortgage, exercised the option conferred by said mortgage contract and declared the whole debt thereby secured due and payable at once and proceeded to close said mortgage under the power of sale therein contained, and after first giving thirty days Notice of the time, place and terms of sale, to gether with a brief description of the property, which said Notice was given by publishing the same in the Chronicle, a Newspaper published in Shelby County, Alabama, at least three times before the day of sale and pursuant to said Notice of sale so published did on the 3rd day of April, 1897 offer the real estate described in said Mortgage, for sale at public outcry to the highest bidder for cash, at the front door of the Court House in said County and State, within legal hours of sale, as per said Notice given, and at said sale J P R Sherman being the highest bidder offering to purchase said mortgaged premises, bid the for the sum of Two Thousand ($2 000) Dollars cash, and the same was knocked off to him, and he, the said J P R. Sherman became the purchaser at said sale of the lands conveyed by said Mortgage, at and for the price of Two Thousand ($2 000) Dollars. Now therefore know ye; that in view of the foregoing

premises and for and in consideration of the sum of Two Thousand ($2,000.) Dollars, the receipt of which is hereby acknowledged, the undersigned does hereby grant, bargain, sell and convey to the said J.R.R. Sherman, his heirs and assigns all the right, title and interest of which nature, of the said John P. Spencer and Martin S. Spencer, and of the said New England Mortgage Security Company (undersigned), in and to the following described tract or parcel of land, situated in Shelby County, Alabama, to wit: The North East quarter of the North East quarter of Section thirty six (36) and the East half of the South East quarter, the North West quarter of the South East quarter; the North half of the South West quarter; the East half of the North East quarter; the South thirty (30) acres of the South West quarter of the North East quarter of Section twenty five (25) all in Township twenty one (21) Range one (1) West, and the South half of the South West quarter and the North West quarter of the South West quarter of Section thirty (30) Township twenty one (21) Range one (1) East, and containing four hundred and seventy (470) acres. To have and to hold the same to the said J.R.R. Sherman, his heirs and assigns forever. In witness whereof the said The New England Mortgage Security Company, by J.F.T. Brewster, its President, has hereunto set its signature on this 13th day of April, 1897.

The New England Mortgage Security Co
By J. F. T. Brewster, President

State of Massachusetts }
Suffolk County } I, Arthur P. Fisher a Notary Public in and for said County and State, hereby certify that J.F.T. Brewster, whose name is signed to the foregoing conveyance, and who is known to me to be the President of the said New England Mortgage Security Company acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily, and as the voluntary act and deed of the said The New England Mortgage Security Company, on the day the same bears date. Given under my hand, this 13th day of April, AD 1897.

Arthur P. Fisher
Notary Public.

Filed in office April 19th 1897. H Riordan
D R McMillan,
Judge of Probate