

STATE OF ALABAMA)

TALLADEGA COUNTY) THIS DEED made by J. A. Nichols and Peyton T. Pitts as copartners

doing business under the firm name of J. A. Nichols & Company, jointly with their wives Allie A. Nichols and Alva E. Pitts, as parties of the first part to Ada E. Pitts and Peyton T. Pitts, as parties of the second part, Witnesseth,

THAT WHEREAS, on the 5th day of February, 1890, John W. Pitts and his wife, Mary L. Pitts executed and delivered to the Scottish American Mortgage Company, limited of Edinburgh Scotland, a certain Mortgage to secure the notes of John W. Pitts ^{to} said Company therein described which said Mortgage was duly recorded in book 25 Twenty five (25) on page 190 of the records of Mortgages in said County of Shelby, upon the lands herein after described; And whereas, on the 18th day of November, 1901, the said Mortgagee sold and transferred to the said J. A. Nichols & Company the note secured by said Mortgage being for \$900.00 due on the 5th day of November, 1894, it being the only one of said notes remaining unpaid, and the said Mortgage Company, also by an in-

Mortgage Sale of Land.

Under and by virtue of the power of sale contained in a certain deed of mortgage which was executed by John W. Pitts and Mary L. Pitts, to the Scottish American Mortgage Company, limited, dated the 5th day of February 1890, and which is recorded at page 190 of Book 25 of Records of Mortgages in Shelby county, Alabama, conveying the lands hereinafter described, which said mortgage and the note thereby secured, have been duly assigned, and, in writing transferred by said mortgagee to the undersigned, J. A. Nickols & Co., the said J. A. Nickols & Co., will offer for sale, and will sell, to the highest bidder for cash (for the payment of the debt secured by said mortgage) at Creswell Station on the O. & W. Railway, near the said lands, in said county of Shelby, the following lands, as described in the mortgage;

"Part of the east half of the northwest quarter and the west half of the southwest quarter of section 31, in township 19 of range 3 east; and the southeast quarter of the southeast quarter, of section 38, township 19, range 2 east; and the northeast quarter of the southeast quarter section 1, in township 20, of range 2 east; and the northwest quarter of northeast quarter of section 1, in township 20, of range 2 east; and the northwest quarter of the northwest quarter of section 6, in township 20, of range 3 east; 286 acres more or less; all in Shelby county, Alabama."

The said sale will be made for cash, to the highest bidder at the place named above, on Friday, the 24th day of January, 1902.

J. A. NICKOLS & CO.,
Assignee and Transferee. By
JAMES E. WEBB,

Dec, 18th, 1901.

Attorney.

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strument in writing, duly signed and acknowledged, assigned and transferred the said note and Mortgage and did quit-claim and convey to the said J. A. Nichols & Company the land described in said Mortgage, which said Mortgage is hereby ~~re~~ referred to as a part of this deed; and, whereas, the said J. A. Nichols & Company as such transferees under the power of sale given in said Mortgage, and strickly in accordance with the same, on the 19th day of December, 1901, gave notice by advertisement in the Shelby Chronicle, a weekly News-Paper published in ~~xxxxxxx~~ Columbiana, Shelby County, Ala. that on Friday 24th day of January 1902, they would sell said lands so described in said mortgage at public out-cry at Creswell Station on the Columbus and western Railway, near the ^{said} lands in the said County of Shelby, for cash, to the highest bidder ~~xxxxxxx~~ for the payment of the balance due on the said mortgage indebtedness, a copy of which said notice is attached to this deed which said notice was inserted more than three times in said weekly paper before the day of sale to-wit: in the issues of said paper dated respectively, December 26, 1901 January 2, 1902, January 9, 1902 January 16, 1902 and whereas on the said 24, day of January 1902, the said J. A. Nichols & Co., in pursuance of said advertisement so given as aforesaid offered for sale and did sell the said lands which are the same as hereinafter described and set out, at Creswell Station in said County of Shelby and at said sale the said parties of the second part bid for and became the purchasers of said lands at and for the price ^{of} Eight hundred and twenty - three dollars and forty-eight cents (\$823.48)

NOW THEREFORE, In consideration of the premises and of the said sum of Eight hundred and twenty three dollars and ~~xxx~~ forty-eight cents, the receipt of which is hereby acknowledged, they the said parties of the ~~xxxxxxx~~ First Part, have granted bargained, and sold, and by the se presents do grant, bargain sell and convey unto the said parties of the second part, all those certain lands situated in Shelby County, Alabama, and which is more particularly described ~~xxxxxxx~~ in said mortgage as "part of the East Half of the Noth West quarter, and west half of the south west quarter section Thirty one in Township Nineteen (19) Range Three (3) East; and the South-East quarter ^{of the SE 1/4} of Section Thirty Six (36) Township ~~Nineteen~~ (19) of Range Two (2) Eaast; and t the North East quarter of the South East quarter of Section One (1) Township Twenty (20) of Range Two (2) East, and North West Quarter of the North East Quarter of Section One (1) Township Twenty (20) Range Two (2) East; And the North west quarter of the North west quarter of Section Six (6) In Township Twenty (20) Range Three (3) East; in all 286 acres more or less, together with all and singular the tenements, rights privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD, the said above described lands unto them the said parties of the Second part in the following proportions to-wit:-- Ada E. Pitts, an undivided one half interest; Peyton T. Pitts an undivided one half interest, as fully as by the terms of said Mortgage and the power of sale there in given, the said parties of the First part as the assignees and transfereed of said mortgage debt, and said mortgage, are authorized to sell and ^{to} convey.

IN testimony whereof, the said parties of the First Part, have hereunto set their hands and seals on this the 28th day of February A. D. 1903.

J. A. Nichols (SEAL)
P. T. PITTS (SEAL)
Alva E. Pitts (SEAL)
Allie A. Nicholls (SEAL)

STATE OF ALABAMA)

TALLADEGA COUNTY) I G. M. Riser a Notary Public in and for said County do hereby certify that J. A. Nicholls and his wife Allie A. Nicholls Peyton T. Pitts and his wife Alva E. Pitts whose names are signed to the foregoing conveyance and who are known to me acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this 28th day of February A. D. 1903.

G. M. Riser,
Notary Public-

Filed for record on the 10th day of March 1903, and recorded,

A. P. LONGSHORE,
Judge of Probate.

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