From L.E. & J.S. Lamar to M.D. Smith

The State of Alabama } This Indenture made and
County of Dallas } entered into this the 7th day of April 1905 by and between Law Lamar and Ernest Lamar and Josiah S. Lamar, partners doing business under the firm name and style of L. & E. Lamar, parties of first part and Marion D. Smith party of the second part, Witnesseth That whereas on to wit the 5th day of March 1904 A.D. Heath and T.A. Heath his wife executed and delivered unto J.A. Nichols a certain mortgage deed conveying to the said Nichols the following described lands lying, being and situate in the county of Shelby in said state, to-wit: beginning on the north boundary line of the south half of the southwest quarter of section 17, Township 19, Range 3, east, and on the west bank of the Coosa River, thence west parallel with the government land line 32 chains, thence south 10 chains, thence west 20 chains, thence south 12.45 chains, thence north 87° east, 70.50 chains to Coosa River, this last line being 2.45 chains south of and parallel with the south boundary line of said section 17 thence up the River with its meanderings to place of beginning; and whereas in and by said mortgage deed it was provided

that in event that the mortgagors should make default in the payment of any portion of the indebtedness secured by said mortgage, when the same should fall due, that the said mortgagee was authorized to sell the lands aforesaid at public outcry, after giving notice for thirty days of the time, place and terms of sale by posting three written notices at as many public places in said county; and whereas on to wit during the month of November 1904 said mortgage and the debt thereby secured was duly and legally transferred, assigned and conveyed in writing to the parties of first part; and whereas default in the payment of a portion of the debt aforesaid has been made by said mortgagors, and said default continued until the 6th day of April 1905, and whereas for more than 30 days before said date, the parties of the first part gave notice that they would sell said lands, (which said notices were in strict conformity with the conditions aforesaid) on said date, a copy of the said notices together with the auctioneers memoranda being hereto attached, and made a part of this deed, and marked exhibit A. thereto; and whereas at the time and place mentioned in said notice said property was sold at public outcry to the highest bidder for cash, and the said M. S. Smith being the highest, last and best bidder purchased said property at and for said the sum of one thousand dollars;
Now therefore in consideration of the premises, and the sum aforesaid in hand paid the parties of the first part by the party of the second part, the receipt whereof is hereby acknowledged, the parties of the first part do hereby grant, bargain, sell and convey

as fully and completely as by said mortgage they are authorized to do, all of the lands herein above described; together with all, and singular, the rights, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining. To have and to hold unto the said Marion S. Smith, his heirs and assigns in fee simple forever.
In witness whereof the parties of the first part have hereunto set their hands and seals on this the day and year first above written.

Witness,
J. G. Converse

Law Lamar (L. S.)
Ernest Lamar (L. S.)
Joe S. Lamar (L. S.)

The State of Alabama,
County of Dallas. } I, J. G. Converse, a Notary Public in and for said county and State, hereby certify that Law Lamar, Ernest Lamar and Josiah S. Lamar, 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 said conveyance they executed the same voluntarily on the day the same bears date.
Given under my hand this the 9th day of April 1905.

J. G. Converse
Notary Public, Dallas County, Alabama.

Mortgage Sale.

Default having been made in the payment of the debt secured by mortgage made by A. D. Heath to J. A. Nicholds on the 5th day of March, 1904, the undersigned transferees of said mortgage, will under and by virtue of the powers of sale contained in said mortgage, on Thursday the 6th day of April, 1905, in front of the Court House of Shelby County, Alabama, at Columbiana, sell at public outcry to the highest bidder for cash during the legal hours of sale the following described real estate, lying, being and situate in said county, to-wit: beginning on the north boun-

dary line of the south half of the south-west quarter of section 17, T. 19, R. 3, east, and on the west bank of the Coosa River, thence west, parallel with the government land line 32 chains, thence south 10 chains, thence west 20 chains, thence south 12.45 chains; thence north 87 degrees east, 70.58 chains, to the Coosa River, this last line being 2.45 chains south of and parallel with the south boundary line of said section 17, thence up the river with its meanderings to place of beginning.

Said sale is made for the payment of said debt and the other charges, costs and expenses provided for in said mortgage.

This 4th March, 1905. L. & E. Lamar Transferees.

I hereby certify that the above mentioned property was sold by me on this the 6th day of April, 1905 between the hours of 12, noon and one P.M. in front of said Court House, at public outcry, to the highest bidder for cash, and that M.S. Smith purchased the same at and for the sum of One thousand dollars.

April 6th, 1905. J. T. Lucker
Auctioneer.

Exhibit A.

Filed for record May 15-1905 & recorded.

A. P. Longshore
Judge of Probate.