

This Indenture, made this Third day of December, in the year nineteen hundred and six, between Emerson McNellie, of the City, County and State of New York, and Isabel McNellie, his wife, parties of the first part, and

J. F. Pope, of Wilsonville, State of Alabama, party of the second part,

witnesseth: That the said parties of the first part in consideration of One Thousand (\$1,000.00) dollars, lawful money of the United States, paid by the party of the second part, do hereby grant and release unto the said party of the second part, his heirs and assigns forever, all that certain piece or parcel of land of which the following is a description: Part of the north west fourth of the South East fourth, Section one, Township

Twenty-one, Range one East, beginning forty feet west of the north east corner of said fourth running west seventy yards; thence south to the right of way of Selma, Rome & Dalton Railroad; thence along said right of way to within forty feet of the eastern line of said fourth; thence north to place of beginning, containing two acres: also five acres more or less lying in South East fourth of North East fourth section and Township above described, commencing at the north west corner of the R. B. McChany dwelling house lot, and running south to what is known as the King lot; thence west with said lot to the west line of the S E 1/4 of N E 1/4 of Sec. one Township 21, Range one East, thence with said line north to a point west of place of beginning, thence east to place of beginning; situate, lying and being in the County of Shelby and State of Alabama, together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises.

To have and to hold the above granted premises unto the said party of the second part as follows:

First. That the parties of the first part are seized of said premises in fee simple, and have good right to convey the same.

Second. That the party of the second part shall quietly enjoy the said premises.

Third. That the said premises are free from encumbrances.

Fourth. That the parties of the first part will execute or procure any further necessary assurance of the title to said premises.

Fifth. That the parties of the first part will forever warrant the title to said premises.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

In presence of

B. Mitchell

Emerson McMillin

Isabel McMillin

State of New York, }  
County of New York. }  
I, L. B. Stanley Mitchell, a Notary Public  
hereby certify, that Emerson McMillin and Isabel McMillin,  
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 6<sup>th</sup> day of December, One Thousand nine hundred and six.



L. Stanley Mitchell Notary Public Co.  
#193 term expires March 30-1908.

State of New York,  
County of New York, I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a court of Record, do hereby certify, That L. Stanley Mitchell whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony whereof I have hereunto set my hand and affixed the seal of the said Court and County the 7 day of Dec-1906.

Peter J. Dooling, Clerk. Seal

Filed and recorded July 29<sup>th</sup> 1908.

A.P. Longshore, Judge of Probate.