

STATE OF ALABAMA,
SHELBY COUNTY..... BOOK 183 PAGE 540

THIS INDENTURE, made and entered into on this the 21st day of December, 1956, by and between the undersigned, K.E. Fulton and wife, Claudie Fulton, PARTY OF THE FIRST PART; and, Karl Nickerson, Paul Nickerson and Lois S. Nickerson, PARTY OF THE SECOND PART,

WITNESSETH: THAT WHEREAS, a mortgage was executed by the party of the first part to K.B. Nickerson, now deceased, on November 22, 1954, which said mortgage is recorded in Mortgage Record Volume 235, on page 394, in the office of the Judge of Probate of Shelby County, Alabama, to secure an indebtedness of One Thousand Dollars, due by one promissory note in the amount of One Thousand Dollars payable on November 22, 1956, which said indebtedness, with interest thereon to this date, amounts to the sum of Eleven Hundred Sixty Dollars; and,

WHEREAS, said indebtedness is due and payable, and default has been made in the payment of said indebtedness, and the party of the first part is unable to pay the same, but is desirous of saving the expense of a foreclosure of said mortgage under the power of sale contained in the same:

NOW, THEREFORE, in consideration of the premises and in the further consideration of the sum of One Dollar, in hand paid to the party of the first part by Karl Nickerson, Paul Nickerson and Lois S. Nickerson, being the sole devisees under the Last Will and Testament of K.B. Nickerson, deceased, the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part has granted, bargained and sold and by these presents does grant, bargain, sell and convey unto the said, Karl Nickerson, Paul Nickerson, and Lois Nickerson, being the sole devisees under the Last Will and Testament of K.B. Nickerson, deceased, the party of the second part, the following described real estate situate in the County of Shelby, and in the State of Alabama, to-wit:

That certain tract of land described as beginning at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 1, Township 21, Range 3 West, and run thence a distance of 208.7 feet in a Westerly direction along the South boundary line of said last named forty; run thence 208.7 feet in a Northerly direc-

tion ; run thence 208.7 feet in an Easterly direction;

run thence 208.7 feet South to the point of beginning.

Also, that certain tract of land described as beginning at the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 1, Township 21, Range 3 West, and run thence West 70 yards; run thence South 140 yards; run thence East 70 yards; run thence North 140 yards to the point of beginning, and containing 2 acres.

Also, one house situated on the above described lands.

All being situated in Shelby County, Alabama.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

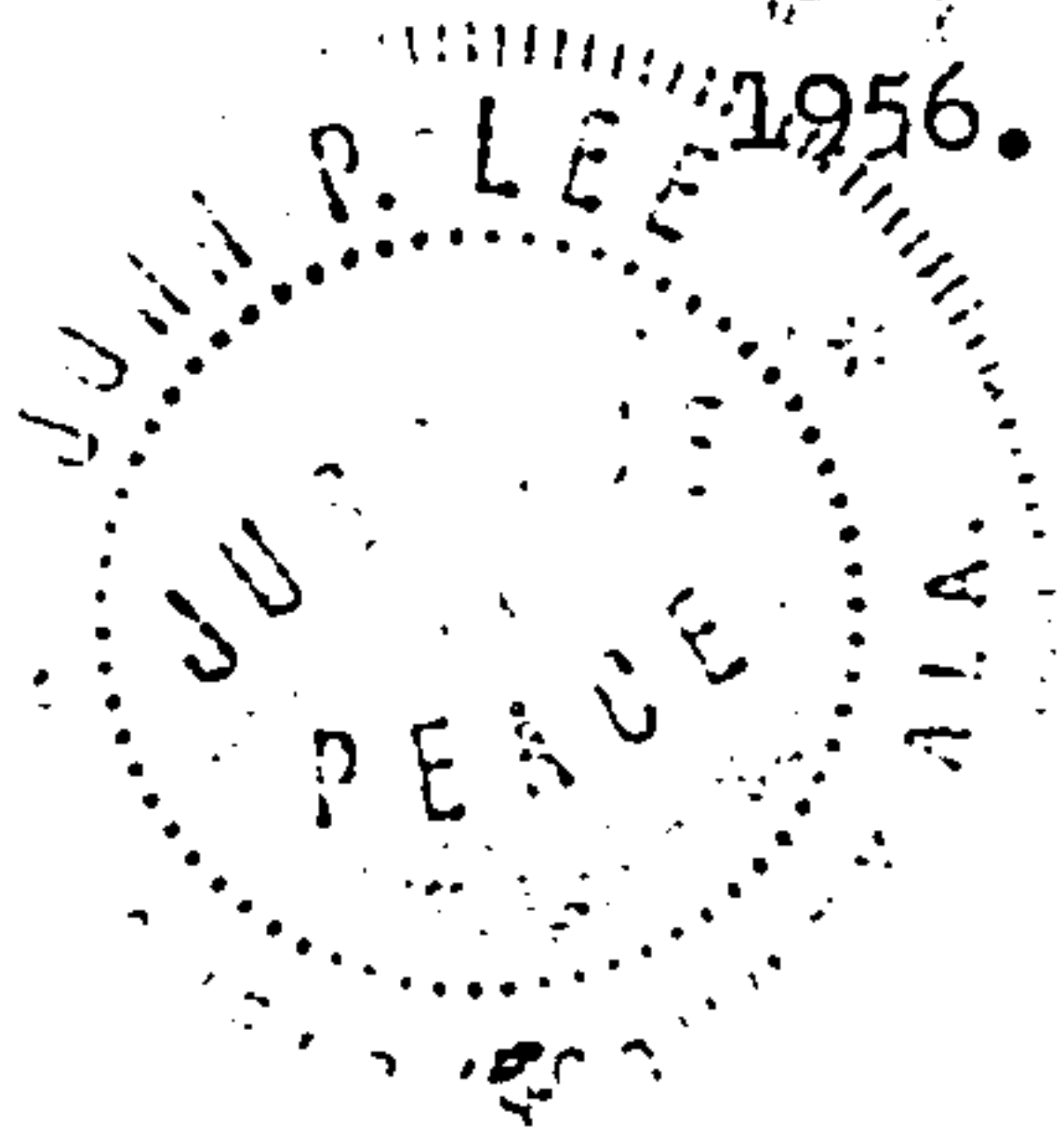
TO HAVE AND TO HOLD, the said above described real estate unto the said Karl Nickerson, Paul Nickerson, and Lois S. Nickerson, the said party of the second part, and to the heirs and assigns of said party of the second part in fee simple.

It is agreed between the parties to this instrument that this deed shall operate and have effect as though said mortgage had been foreclosed under the power contained in said mortgage, and the real estate herein described and purchased by Karl Nickerson, Paul Nickerson, and Lois S. Nickerson, the said party of the second part, at and for the sum of \$1160.00.

NOW, THEREFORE, WE, K.E. Fulton and wife, Claudie Fulton, the said party of the first part, for and in consideration of the sum of One Dollar, and other valuable consideration, to us in hand paid by Karl Nickerson, Paul Nickerson and Lois S. Nickerson, the said party of the second part, the receipt whereof is, upon the delivery hereof of said deed, hereby acknowledged, we do grant, bargain, sell, convey, set over and release unto the said Karl Nickerson, Paul Nickerson and Lois S. Nickerson, the party of the second part, our equity of redemption in and to the real estate herein described, and we do further release, transfer, assign, and set over to the said party of the second part all our rights of redemption, and all of our rights of statutory redemption in and to the above described lands, hereby transferring and setting over and assigning to the said party of the second part all our rights, privileges, and powers which we may possess as

such mortgagors and as we may have under the laws of the State of Alabama, as provided for in Chapter 15 under Title 7 of the 1940 Code of the State of Alabama.

IN TESTIMONY OF ALL, which the party of the first part has hereunto set their hands and seals, on this the 21st day of December,



K. E. Fulton (SEAL)
(K.E. Fulton)

Claudie Fulton (SEAL)
(Claudie Fulton).
(As parties of the First Part).

STATE OF ALABAMA, 0
SHELBY COUNTY... 0

I, John P. Lee, a Notary Public, in and for said County, in said State, hereby certify that K.E. Fulton and wife, Claudie Fulton, 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 this conveyance, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand, on this the 21st day of December, 1956.



John P. Lee
Notary Public, Shelby County, Alabama.

STATE OF ALABAMA, SHELBY COUNTY

I, L.O. Walker, Judge of Probate, hereby certify that the within Deed was filed for record the 21 day of Dec, 1956, at 1 o'clock P.M. and recorded in Deed Record 183 Page 540, and the Mortgage Tax of 1.50 has been paid.

L.O. Walker Judge of Probate