

12413-7-2

#206

W. W. Worcester

550  
183  
200  
375  
1308

15  
66  
90  
90  
990

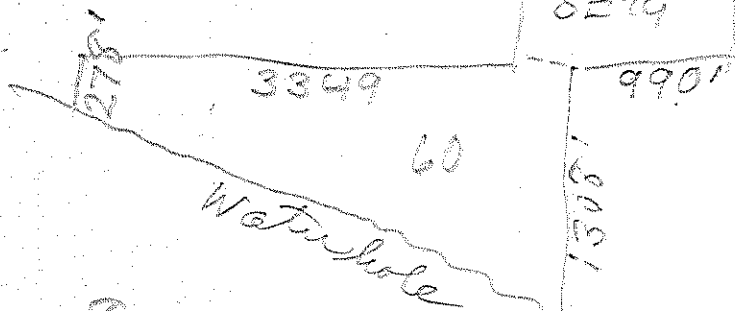
1342.5  
990  
352.5

48.45  
40.45  
88.90

51  
52  
53  
156

66  
6.6  
59.4

SE 1/4 of  
SE 1/4



59  
5280  
5339  
1000  
4339  
990  
3349

80

1308  
278  
1030  
525

ms J 78 R 2 E

Sec 12

Blocks 51-52 & 53 per plat of River Park Filed in Book U. Pages 198-199; and SE 1/4 of SE 1/4 of Sec 12 ~~78 R 2 E~~ Beginning 990 ft. West of NE corner Sec 13 ~~78 R 2 E~~ run West 3349 ft; thence South 278' thence S Ely down Water Hole branch to a pt 1308' South of the pt of beginning thence N 1308' to pt of beginning. Containing

3349  
278  
26792  
23443  
6698  
931022

100470  
33490  
23449470  
1724735  
931022  
2655757

3349  
545  
16745  
1724735  
931022  
2655757  
42157

1320.322  
14.322  
1

76.67  
33  
23001  
23001  
23001

76.67  
66  
46002  
46002  
506022

40.68  
66  
24408  
20408  
265488  
85369.76  
1342.4  
4027.3

161030  
128  
40  
331125

T.7.S.R.2.E.

HIGHWAY ON

RANGE LINE,  
T.7.S.R.3.E.

1334'

1665.6'

2530'

4027.3'

1342.5'

GREEN BR.  
5 FT WIDE  
100'

HOUSE

BARN

WATER HOLE BRANCH  
15 FT DEEP 75 FT WIDE

FISH RIVER

100'

5309W

E-W

73'2"

E-W

671'

N 72°00' E

105°15' N

504'

724.3

MEASUREMENTS IN FEET & TENTHS  
SURVEYED BY Harry H. Parker  
SEPT. 7, 1933, SURVEYOR.

S 26° W 1365'

#206.

ROSA WOECHESTER

BALDWIN

#206

All of Blocks Fifty One, Fifty Two and Fifty Three in Section Twelve, Township Seven South Range Two East as per plat of River Park filed in Book U, page 198 and 199 in the office of the Judge of Probate, Baldwin County, Alabama, also Southeast Quarter of the Southeast Quarter of said Section, Twelve.

Also beginning 990 feet West of the Northeast Corner of Section Thirteen Township Seven South Range Two East and running West 3349 feet thence South 278 feet thence Southeasterly down Waterhole Branch to a point 1308 feet South of the point of beginning, thence due North to the point of beginning in said Section Thirteen, all of said property being located in Baldwin County, Alabama.

Acres:- 140



INDEXED.

ROSE FORMASTER

WILKIN

#206.

Part of Judge's

111

All of Blocks Fifty Two and  
Fifty Three, Township  
Seven South, East as a list  
of River in Book T, page 198  
and 199, of the July of  
County, later, also  
South of the Southeast corner  
of Section Twelve.

Section  
1808 feet south of the point of beginning,  
thence due north to the point of beginning  
in said Section Thirteen, all of said property  
being located in Baldwin County, Alabama.

140 acres

Part of the same



United States

Entry.

None.

March 5 1858.

None.

George E. Sherwin.

Tract

1

209.

Yes.

Cert. 15013.

Yes.

S E 1/4 of N E 1/4 of Section 12, Township 7 South Range 2 East, St. Stephens Meridian, State of Alabama, containing 40.07 1/2 Acres.

United States

Entry.

None.

January 17 1855.

None.

Frank J McCoy.

Tract

1

209.

Yes.

Cart. 13659.

Yes.

N E  $\frac{1}{4}$  of S E  $\frac{1}{4}$  of Section 12, Township 7 south Range 2 East, St. Stephens Meridian, State of Alabama, containing 40.07 $\frac{1}{2}$  Acres.



United States

Entry.

None.

May 23 1901.

None.

Oswald Foster.

Tract

1

209.

Yes.

Cert. 3435 H.E.I.

Yes.

S E 1 of S E 1 of Section 12, Township 7 south Range 2 East, St. Stephens Meridian, State of Alabama, containing 40.07 $\frac{1}{2}$  Acres.

United States

Entry.

None.

June 18 1836.

None.

David Gordon, John Morton &

Tract

1

210.

Yes.

Alex Morton.

Cert. 7638

Yes.

Lot 1 40.06 Acres.

Lot 2 40.06 "

Lot 3 40.06 "

Lot 4 40.06 "

Lot 5 40.06 "

Lot 6 40.06 "

Lot 7 40.06 "

Lot 8 39.31 Acres, All in Section 18, Township 7 South Range 2 East, St.

Stephens Meridian, State of Alabama, containing 279.67 Acres.

Plat Book #1, Baldwin County, Alabama. Photolithographic Maps of United States Surveys, showing Sections 12 and 13 T 7 S R 2 E, Land District Southern Part of Alabama.

80.16			
641.12			
12			
80.12			
40.06 4	40.06 3	40.06 2	40.06 1
5 40.06	6 40.06	7 40.06	8 39.31
40.06 11	40.06 10	61.09 9	Fish River
40.06 12	36.92 13	67.90 14	
30.50	40.00		

Theresa Stevens and  
Charles Stevens,  
her husband,

To

Henry S. Manning.

~~Warranty Deed  
Dated December 19 1904  
Acknowledged December 19 1904, before  
R.D. Edwards, NP Chariton Co Mo., (SEAL)  
Grantors are married  
Separate acknowledgment of wife, same officer,  
Same date, (SEAL)  
It is Properly Indexed~~



Geo. E. Sherwin and

Caroline K Sherwin.

Warranty Deed.

None.

April 7 1858.

May 7 1858.

J. Peace, Mobile Co Ala.,

Married.

None.

June 21 1858.

F. J. McCoy.

Record

"G"

415-416.

Yes.

No.

Yes.

200.00

Yes.

William Brooks.

6

(Other Lands and)

"All that certain part and parcel of land lying, being and situate in the County of Baldwin, State of Alabama, known and described as the south half of the North East quarter of section Twelve all in Township seven south Range Two East containing (in all) six hundred and one 3/100 acres being more or less, - - -

NOTE:- In Body of conveyance; George E. Sherwin and wife Caroline K Sherwin.

After the:- North half of the North East quarter of section Number two, North west quarter of the North west quarter section number one, - the West half and North East quarter of the North west quarter, South half of the North East quarter - North west quarter of the South East quarter and the North half of the South West quarter of section Twelve, - and the South west quarter of section Ten all in Township Seven, South Range Two East containing six hundred and one 3/100 acres being More or less, - - -

12

See Hospitals.

May 18 1858.

May 18 1858.

J Peace, Mobile Co Ala.,

Does not state.

◀ ▶ ↺ ↻

**Figure 1**

June 21 1858.

Frank J McCoy.

Record

第 17 頁

416-418.

Yes.

No.

YCE.

8000.00

Yes.

WM G Jones

Robt B Armistead.

"all those tracts, or parcels of land situate in Baldwin County, Alabama which have been Purchased or entered in the name of him the said Isaac H Benners individually, and all the right title claim and interest of him the said Isaac H Benners at law or in equity in and to any and all tracts or parcels of land situate in said County which have been heretofore bought or entered by the said Isaac H Benners and Frank J. McCoy in their joint names, or in the names of either one of them, together with the buildings, - - - etc. - - -

Recites:- And the said Frank J McCoy doth hereby covenant and agree with the said Isaac H Benners, that he the said Frank J McCoy will pay all debts due and owing by the said Copartnership to any other persons.

Recites:- This Indenture, Made and entered into this eighteenth day of May in the year of our Lord 1858, by and between, Isaac H Benners of the first part, and Frank J. McCoy of the second part, witnesseth, That whereas the said parties have been heretofore engaged in Copartnership in the business of getting turpentine in Baldwin County, Alabama, and own lands purchased for said business in said County, Partly in their joint names and partly in the name of the said Isaac H Benners individually, which lands lie partly on or near Fish River and partly on or near Bonsecour River in said County - - and the said parties have agreed to dissolve said copartnership and discontinue said business.

Signed: by both Isaac H Benners; Frank J McCoy.

George E. Sherwin and  
wife Caroline K. Sherwin

to  
H. J. McCoy.

No Set Ack.

Dated April 7, 1858.

Cons 90¢. 00. Pd.

G-415-416

Warranted Dead

Wit: William Brooks,

Ack. May 7-1858, before

William Brooks & Ben Mobile  
C. Ala.

Filed June 21 1858

"All that Certain Part and Parcel of land lying, being and  
situate in the County of Baldwin State of Alabama, known and  
described as the North half of the North East quarter of  
Section Number two, North west quarter of the North west  
quarter Section number one, - the West half and North  
East quarter of the North west quarter, South half of  
the North East quarter - North west quarter of the  
South East quarter and the North half of the South  
West quarter of Section Twelve, - and the South  
west quarter of Section Ten all in Township Seven,  
South Range Two East containing Six hundred  
and one  $\frac{3}{100}$  acres being More or less.

Signed Geo. E. Sherwin & Caroline K. Sherwin

Harriet Benners

Release of power.

None.

May 28 1858.

See Note.

Peace Greene Co Ala.,

Married.

See Note.

June 21 1858.

Frank J McCoy.

Record

"G"

418.

Yes.

Yes.

Yes.

Former Cons.

Yes.

James A Wemyss

Leml D Hatch.

Recites:- "that whereas my husband Isaac H Benners for a valuable consideration has sold and conveyed to Frank J McCoy certain lands in Baldwin County, Alabama, with my consent, Now I, Harriet Benners for the consideration paid to my husband, do hereby assign, release and relinquish all my right or claim of dower in, or to said lands to the said Frank J. McCoy his heirs and assigns forever.

NOTE:- Probated by James A Wemyss, subscribing witness, May 29 1858, before Peace Greene Co Ala.

14

7 H 8

✓

12

AFFIDAVIT, Of Fannie W. McCoy.  
Recorded March 6th 1899.  
Recorded Record Book "Y", Page 557.  
It is Properly Indexed.

State of Alabama)  
Mobile County )ss

Fannie W. McCoy, being first duly sworn deposes and says, that she is a resident of Mobile, Alabama, and that she is the widow of Franklin J. McCoy, deceased, who formerly owned lands and did a turpentine business in Baldwin County, Alabama. Said Affiant further says that her husband, the said Franklin J. McCoy, was in the habit of, and often did sign his name Frank J. McCoy or F. J. McCoy.

(Signed) Fannie W. McCoy.

Subscribed and sworn to before me this eighteenth day of February, A. D. 1899.  
(SEAL)

J.M.Henderson.  
Notary Public in and for State of  
Alabama.

AFFIDAVIT, Of Jas A Carney.  
Filed for Record November 20 1922.  
Recorded Miscel. Book 2, Page 492.  
It is Properly Indexed.

Before me, W C Beebe, a Notary Public in and for said County and State, this day personally appeared Jas A Carney, who being known to me and who being by me first duly sworn deposes and says that he was acquainted with William M Carney who owned large tracts of land in Baldwin County, Alabama. That W.M. Carney and William M Carney was one and the same person; affiant further says that he was acquainted with Franklin J McCoy who also owned large tracts of land in Baldwin County, Alabama, that said Franklin J McCoy, Frank J McCoy and F J McCoy was one and the same person; Affiant further says that he was also acquainted with Henry J Helton, who also owned lands in said County, and that said Henry J Helton and H J Helton was one and the same person.

(Signed) Jas A Carney.

sworn to and subscribed before me  
this the 2nd day of November, 1922.  
W C Beebe, NP Baldwin County, Ala.,

ABSTRACTER'S NOTE.

A careful search of the indexes  
to the land records on file in  
the Office of the Probate Judge  
of Baldwin County, Alabama, shows  
no Conveyance into James B. Smith,  
of the lands described in the  
CAPTION to this abstract. - - -  
- - - - -

Jas B Smith,

Mortgage Deed With Power  
of Sale.

October 24 1860.

No Acknowledgment.

JPeace Baldwin Co Ala.,

Franklin J McCoy.

November 6 1860.

Record "H" 167-168.

See Note. See Note.

"the following lands lying in Baldwin County, Alabama, being the same this day conveyed to me by said McCoy and known as follows, to wit, (Other Lands) Also the following lands in township seven South Range two east, to wit, all of section twelve except the south half of south east quarter & south east quarter of south west quarter - said lands supposed to contain 3057½ acres more or less, (In All).

NOTE;- Whereas James B Smith has this day bought of Franklin J McCoy, certain lands hereinafter mentioned for which he has given his nine promissory notes of this date - one for one thousand dollars due 1st June 1861,- one for eleven hundred and fifty nine 60/100 dollars due 1st July 1861.- one for one thousand dollars due 1st September 1861. - and one for one thousand dollars due 1st December 1861. - one for one thousand and eighty dollars due 1st January 1862 - one for eleven hundred and twenty dollars due 1st July 1862, - one for eleven hundred and sixty dollars due 1st January 1863, and one for twelve hundred dollars due first of July 1863, and one for twelve hundred and forty dollars due 1st January 1864. And whereas there is an agreement between said Smith & McCoy for the hire of certain negroes from said McCoy to said Smith by which said Smith will become during the Year 1861, became indebted to said McCoy - and whereas said Smith is desirous of securing said notes and of said hire. Now in Consideration of the premises and of one dollar, - - -

SEE PAGE 20 of this abstract for satisfaction.

18



James B. Smith

Mortgage Deed With Power  
of sale.  
May 1 1866.

May 3 1866

JPeace Mobile Co Ala.

George M. Bonner.

December 8 1866.

Record "H" 659-660.

3500.00 See Recital.

"all the following lands lying in Baldwin County, State of Alabama, to wit, (Other Lands) also the following lands in Township Seven South, Range two East, namely, all of section twelve except the south half of South east quarter and the south east quarter of south west quarter, - ; all of said lands supposed to contain three thousand and fifty seven and one half acres more or less.

Recites:- Provided However, and these Presents are made upon the express Condition, following, that whereas the said George M Bonner has loaned to me the said sum of three thousand five hundred dollars to enable me to erect said mill and proceed to business therewith, and I am desirous of securing the prompt re-payment of the same to him, and have therefore given to him my three promissory notes of even date herewith, one for the sum of one Thousand dollars payable sixty days after date, one for the sum of one thousand dollars payable ninety days after date, and one for fifteen hundred dollars payable four months after date.

IN CASE OF DEFAULT;

Provides for 30 days Public notice in Newspaper Published in City of Mobile  
Provides for public sale in front of Custom House at 12 o'clock noon  
Provides first for payment of expenses of sale  
Provides second for payment of the debt due  
Provides waiver of the provisions of the stay law.

SEE PAGE 20 of this abstract for satisfaction.

19

Chancery

Mobile

See File 2716 and Minute  
Book "G", pages 353-369-  
382-383 & 444.

Franklin J. McCoy

James B. Smith and

George M. Bonner.

Bill filed Aug. 10th, 1866, and service had on both defendants.

The prayer of the petition was for a decree of foreclosure and sale of the property mortgaged by James B. Smith to Franklin J. McCoy, described as follows: All the following lands lying in Baldwin County, State of Alabama, to wit: (Other lands) Also the following lands in township seven South Range two east, to wit, all of section twelve except the south half of south east quarter & south east quarter of south west quarter - (All) said lands supposed to contain 3057½ acres more or less.

Feby. 5th, 1867, Decree for sale of lands described in Bill and in Mortgage.

June 25th, 1867, Report of sale to Caleb Price, made by the Register and Master in Chancery, and the sale confirmed June 26th, 1867.

On April 12th, 1867, on the margin of page 294 Minute Book "G" Franklin J. McCoy transfers and assigns all his interests in the decree of foreclosure and sale, to Caleb Price.

ABSTRACTER'S NOTE.

A careful search of the indexes to the land records on file in the Office of the Probate Judge of Baldwin County Alabama, show no decree of the foregoing Chancery Suit Recorded in the Records of Baldwin County Alabama.

----- 0 -----

James B. Smith and George M

Bonner, by Jno M Taylor, Register  
and Master in Chancery, first Dis-  
trict, Southern Division, Alabama.

Register's Deed.

None.

April 1 1867.

No Acknowledgment.

Doesn't State.

May 9 1867.

Caleb Price. McCoy.

Record

"H"

708-709.

Yes.

Yes.

Yes.

5000.00

Yes.

None.

"the said land so ordered to be sold, and described as follows, to-wit,  
(Other Lands) also the following lands in Township 7, South, Range 2 East,  
towit, All of section 12, except the south half of south east quarter, and  
south east quarter of south west quarter, - (All) supposed to contain 3057 1/2  
acres, more or less.

Recites:- "I, John M Taylor, Register and Master in Chancery of the Chancery  
Court of the first District of the Southern Chancery Division of said state,  
in pursuance of the Command made by the Honorable, the Chancery Court, for  
the District aforesaid, and in execution of a certain decree, made by said  
Court at the term thereof held in and for said district, at Mobile on the  
fourth Monday in January A D 1867, in a Certain suit in Chancery, pending  
in said Court, whence Franklin J McCoy is Complainant and James B. Smith  
and George M Bonner defendants, And in obedience to the requirements of said  
decree, I did expose at Public Sale, in front of the Court House of said  
County, on the First Monday of April A D 1867, between the hours of twelve  
o'clock noon, and three o'clock in the afternoon, on said day, the lands  
ordered to be sold by said decree, after having given thirty days previous  
notice of said intended sale, by publication in the Mobile Daily Tribune a  
newspaper printed in the City of Mobile, at which said sale so made as afore-  
said, Caleb Price became the purchaser of - - - - -

Statutory Warranty Deed.

None.

February 2 1875.

February 2 1875.

N.P. Mobile Co Ala., (S)

Married.

None.

February 8 1875.

Record

"K"

173-174.

Yes.

No.

See Below.

1600.00

Yes.

None.

Caleb Price and

Lavinia Price, his wife,

Hugh Munroe.

"the following described piece, parcel or lot of land viz; (Other Lands) Also the following lands in Township Seven Range Two West, to wit: all of Section Twelve, except the South half of the south east quarter and south west quarter - All of said lands lying in the County of Baldwin, State of Alabama, and supposed to contain 3057½ acres, more or less, and being the same property in all respects as that conveyed to Caleb Price, this grantor, by deed, by John M. Taylor Register and Master in Chancery, and dated on the first day of April 1867, and which deed was recorded in Book H - pages 708 & 709 -

NOTE:- In body of Deed grantors names are spelled - Caleb Price; Lavinne Price.

Probate

Mobile

THE LAST WILL AND TESTAMENT OF HUGH MUNROE.

Recorded in Deed Book 47 NS, Pages 321-322.

I, Hugh Munroe of the County of Mobile, State of Alabama, being now old and infirm in Body but of sound mind & memory & desiring to dispose of my worldly goods and effects before my death do make declare and publish this as my last Will and Testament hereby revoking all Wills or Codicils by me heretofore at any time made.

Item 1. First of all, I commend my soul to God who gave it to me, My Body I desire to be decently buried in the Magnolia Cemetery by the side of my dear deceased wife.

Item 2. It is my Will that as soon after my death as practicable my Executors hereinafter named shall pay all my just debts and funeral expenses attending my last sickness, the same to be paid out of any funds of my estate.

Item 3. I will & bequeath to my neice Mrs. Augusta Vail, wife of Daniel Vail of New Brunswick, New Jersey, the sum of Five Thousand Dollars (\$5,000.00)

Item 4. I Will and Bequeath to my Friend Mrs. Charles D. Deshler wife of Charles D. Deshler of New Brunswick, New Jersey, the sum of Two Thousand Dollars, \$2,000.

Probate Court Proceedings in the ESTATE of HUGH MUNROE, Deceased.

- Page 2 -

Item 5. I Will and Bequeath to my Friend, Jane F. Holcombe of New Brunswick, New Jersey, the sum of Two Thousand Dollars \$2000.

Item 6. I Will and Bequeath to my Friend, Coeyman Holcombe of New Brunswick, New Jersey, the sum of Two Thousand Dollars \$2000.

Item 7. I Will and Bequeath to my Friend Mrs. Jane Dewes of New York the sum of Two Thousand Dollars \$2000.00.

Item 8. I will and bequeath to my Friend and Namesake, H. Munroe Dewes of New York, the sum of Two Thousand dollars \$2000.

Item 9. I will and bequeath to my Friend Charles K. Bill of New York the sum of Two Thousand Dollars (\$2000).

Item 10. I Will and bequeath to my Friend Mrs. Mary Louisa Redwood the sum of Three Thousand dollars (\$3000).

Item 11. I will and bequeath to my Friend & namesake H. Munroe McCarren, the sum of One Thousand Dollars (\$1000).

Item 12. It is my Will and desire that in the event of my estate not being sufficient to pay all of the above special legacies in full then the same shall be paid, Pro Rata.

Item 13. I Nominate & constitute Coeyman Holcombe of New Brunswick, and Mary Louisa Redwood of Mobile, Alabama, Executor & Executrix of this my last Will & Testament & it is my will and desire that they shall be permitted to qualify as such without giving bond or security as such Executor & Executrix.

Item 14. I give, devise & Bequeath to my said Friends Coeyman Holcombe & Mary Louisa Redwood in equal shares all the rest & residue of my estate of every Nature or kind whatsoever,

Signed, Sealed and Delivered as my Last Will & Testament on this the 24th, day of April, 1882.

H. Munroe

We, L.H.Faith & James M.Cloud signed & witnessed the above will of H.Munroe at his request & in his presence on this 24<sup>th</sup> day of April, 1882.

L.H.Faith

James M.Cloud.

Probate Court Proceedings in the ESTATE of HUGH MUNROE, Deceased.

- Page 3 -

STATE OF ALABAMA

MOBILE COUNTY

PROBATE COURT

In the matter of the Probate of the Last Will and Testament of Hugh Munroe. Before me Price Williams, Jr. Judge of the said Court, personally appeared in open Court L.H. Faith & J.M. Cloud who being duly sworn & examined did and do depose & say on oath that they are each subscribing witnesses to the instrument of writing now shown to them & which purports to be the last will & Testament of Hugh Munroe, Dec'd, late an inhabitant of this County, that said Hugh Munroe since dec'd signed & executed said instrument of writing on the day the same bears date and declared the same to be his last will & Testament & that affiants set their signatures on the day the same bears date as subscribing witnesses to the same in the presence of said Testator. That said Testator was of sound mind & disposing memory & in the opinion of deponents fully capable of making his will at the time the same was so made as aforesaid. Affiants further state that said Testator was on the day of the date of said will of the full age of 21 years & upwards.

LYMAN H. Faith  
JAMES M. Cloud

Subscribed & Sworn to before me this 29th, day of May, 1882.  
P. Williams, Jr. Judge.

STATE OF ALABAMA

MOBILE COUNTY

I, Price Williams, Jr, Judge of the Court of Probate in & for said County & State do hereby certify that the within instrument of writing has this day in said Court and before me as the Judge thereof been duly proven by the proper testimony to be the genuine last will & Testament of H. Munroe, Deceased, and that said will together with the proof thereof have been recorded in my office in Book of Wills No. 5, pages 397, 398, 399 & 400. In witness whereof, I have hereto set my hand and seal of said Court this 29th, day of May, 1882,  
(SEAL) P. Williams, Jr, Judge

THE STATE OF ALABAMA

MOBILE COUNTY

PROBATE COURT

I, Price Williams, Judge of the Probate Court in and for said State and County hereby certify that the within and foregoing Two and one-half pages contain a full, true and complete copy of the Last will and Testament, together with the proof thereof, of Hugh Munroe, deceased, as the same appears of record in my office in Will Book No. 5 page - 397 - 398 - 399 - 400 Given under my hand and seal of office this 18th, day of September 1929.  
Price Williams, Judge of Probate

Filed in Baldwin County, Alabama Records, September 20 1929 at 9.33 A M.



ABSTRACTER'S NOTE.

Regarding firm of McCoy & Benners.

In Record Book "G", pages 531-532, there is a Deed by Louis Dolive, Sheriff and ex-officio administrator to certain lands belonging to Antoine Mikleg of which the Proceedings in the Estate of said Antoine Mikleg are in substance as follows:-

July 10th 1857, Louis Dolive, Sheriff of Baldwin County, and ex-officio Administrator, petitioned the Probate Court for an order for the sale of above described lands, (NOT DESCRIBED IN THE CAPTION TO THIS ABSTRACT) alleging in said petition that the personal property of the deceased (Antoine Mikleg) was insufficient to pay the debt of the estate. It was ordered that the second Monday in September, next, be set as a day for hearing said petition. Minutes #3 page 82.

September 14th 1857, the day set for hearing said petition, the petition was granted and the said land above described was ordered sold for cash, after giving notice according to law. Minute Book 3 page 92.

November 17th 1857, the said Sheriff and ex-officio Administrator of said estate reported the sale of the lands to Frank J. McCoy and Issac H. Benners, a firm doing business under the name of McCoy & Benners. The sale being satisfactory to the court in every particular, it was confirmed, and it was also ordered that said Administrator make deed to said McCoy & Benners, conveying all title to said land which said A. Mikleg had in same. See Minute Book #3 page 104.

-----  
-----

Probate Court Proceedings in the ESTATE of HUGH MUNROE, Deceased.

- Page 4 -

CERTIFICATE OF H. O. HAYNIE.

State of Alabama)  
Mobile County ) Probate Court.

In Re Estate of Hugh Munroe decd, I, H. O. Haynie clerk of the Probate Court of Mobile County State of Alabama hereby certify that the will of said Hugh Munroe decd, was admitted to probate and record in this Court on the 29th day of May 1882.

That Coyeman Holcombe of New Brunswick and Mary Louise Redwood of Mobile Ala. was appointed executor & executrix of said estate on the 29th day of May A. D. 1882 and that they duly qualified as such

That on January 15th, 1884 said executor and executrix submitted their report in writing and set forth that all special legacies had been fully paid and all the debts against said estate had been fully paid and the report was thereupon confirmed by the Court and the Court further finding that under the will the said Coyeman Holcombe and Mary L. Redwood were entitled to the rest and residue of said estate approved their final report and settlement and discharged the executor and executrix leaving them to divide said residue of said estate between themselves as they should agree.

That said testator left no widow surviving him or heirs of his body. In testimony whereof I herunto set my hand and the seal of said Court at office this 17th day of February A. D. 1899.

H. O. Haynie Clerk  
Probate Court

(SEAL)

Filed March 6th, 1899, and recorded in Record Book "Y", pages 539-560.

ABSTRACTER'S NOTE.

Regarding firm of McCoy & Benners.

In Record Book "G", Pages 531-532, there is a Deed by Louis Dolive, Sheriff and ex-officio administrator to certain lands belonging to Antoine Mikleg of which the Proceedings in the Estate of said Antoine Mikleg are in substance as follows:-

July 10th 1857, Louis Dolive, Sheriff of Baldwin County, and ex-officio Administrator, petitioned the Probate Court for an order for the sale of above described lands, (NOT DESCRIBED IN THE CAPTION TO THIS ABSTRACT) alleging in said petition that the personal property of the deceased (Antoine Mikleg) was insufficient to pay the debt of the estate. It was ordered that the second Monday in September, next, be set as a day for hearing said petition. Minutes #3 page 82.

September 14th 1857, the day set for hearing said petition, the petition was granted and the said land above described was ordered sold for cash, after giving notice according to law. Minute Book 3 page 92.

November 17th 1857, the said Sheriff and ex-officio Administrator of said estate reported the sale of the lands to Frank J. McCoy and Issac H. Benners, a firm doing business under the name of McCoy & Benners. The sale being satisfactory to the court in every particular, it was confirmed, and it was also ordered that said Administrator make deed to said McCoy & Benners, conveying all title to said land which said A. Mikleg had in same. See Minute Book #3 Page 104.

-----

Surrogates Office,

Middlesex

New Jersey.  
XXXXXXX

Probate.

*Andrew*  
THE LAST WILL AND TESTAMENT OF ~~ANDREW~~ C. HOLCOMBE.

See Will Book #7, Page 129, Mobile County, Ala.

Will of Andrew C. Holcombe, of New Brunswick, N.J.

Dated April 17 1869.

Probated February 16th, 1891, in Surrogates Office, Middlesex County, N.J.

For Properly Certified copy see Will Book #7, Page 129, Mobile County, Ala.

Bequeaths,-

After payment of his just debts, will all of his property of every kind to his sister, Jane F. Holcombe and makes her executrix.

NOTE:- Baldwin County and Mobile County were in the same Chancery District at this time.

NOTE:- Andrew C. Holcombe is the Coyeman Holcombe named in the will of Hugh Munroe. See affidavit of Alice D. Redwood following.

ABSTRACTER'S NOTE.

A careful search of the indexes  
to the land records on file in  
the Office of the Probate Judge  
of Baldwin County Alabama, show  
no Record of the Will Proceed-  
ings of Andrew C. Holcombe in the  
Records of Baldwin County Ala-  
bama. - - - - -  
- - - - - e - - - - -

Frank J. McCoy and

Fannie W. McCoy, his wife,

Jane F Holcombe, and

Mary L. Redwood.

Quit Claim Deed

None.

Dated March 12 1892

March 12 1892

NP Mobile Co Ala.,

Married.

None.

May 11 1892.

Record

"R"

493-495.

Yes.

No.

Yes.

Yes.

1.00

None.

"those certain tracts of land situate lying and being in Baldwin County, State of Alabama; described as follows to wit: (Other Lands) and all of Section Twelve (12) except the South half, of the South East quarter, and the South East quarter of the South West quarter; All in Township seven (7) South Range two (2) East; (All) said lands supposed to contain 3057 1/2 Acres Being the same lands which the Grantor conveyed to James B. Smith by deed of October 24th, 1860, which deed of conveyance has not been recorded and which said lands were conveyed by John M. Taylor Register and Master in Chancery to Caleb Price and by him to Hugh Munroe, whose heirs these grantors are. - - - -

AFFIDAVIT OF ALICE D. REDWOOD.

STATE OF ALABAMA,     )  
MOBILE COUNTY.        ) ss

Alice D. Redwood, being first duly sworn, deposes and says that she is a resident of Mobile, Alabama, and that she is acquainted with Jane F. Holcombe, and was also acquainted with Coyeman Holcombe during his lifetime, and affiant says that she knows that Jane F. Holcombe was the sole and only heir of Coyeman Holcombe, deceased.

Alice D. Redwood

Subscribed and sworn to before me, this 17th day of February  
A. D. 1899.

(SEAL)                   J. M. Henderson,  
Notary Public in and for State of Alabama.

Filed for Record March 6th, 1899, and recorded in Record Book "Y", page  
557, Baldwin County Records.  
It is Properly Indexed.

Coyeman Holcombe - Andrew C. Holcombe.

Affidavit

State of Alabama)

Mobile County ) ss

"Alice D. Redwood, who is of lawful age and who is known to me, having been by me first duly sworn, deposes and says that Coyeman Holcombe, who was named in the will of Hugh Munroe as one of the legatees, and who, with Mary L. Redwood, administered upon the estate of said Hugh Munroe, was the same person as the Andrew C. Holcombe, who by will, probated in 1891, bequeathed to Jane F. Holcombe certain lands in Baldwin County, Alabama, which said lands are more particularly described in a deed executed by Charles Redwood, Alice D. Redwood and Jane F. Holcombe to Dan W. Clarke, dated April 2nd., 1898, and Recorded in Book "R" pp 497, Records of said Baldwin County State of Alabama. And further deponent sayeth not. Alice D. Redwood.

State of Alabama)

Mobile County ) Sworn to before me, and subscribed to in my presence, a Notary Public in and for said State & County this 5th. day of July, A. D. 1899.

J. M. Henderson, Notary Public,  
Mobile County, Ala.

(SEAL)

Filed for Record July 6 1899.

Recorded in Record Book "Z", page 289.

It is Properly Indexed.



Probate

Mobile

THE LAST WILL AND TESTAMENT OF MARY L. REDWOOD.

Recorded in Deed Book 47 NS, Pages 320-321.

I, Mary L. Redwood of the County of Mobile, Alabama, do make declare and publish this as my last Will and testament, hereby revoking all former wills by me heretofore made,

First; I desire all my just debts and funeral expenses paid out of my estate.

Second; I will, devise and bequeath all my property real, personal and mixed of every nature or kind and wherever situated to my daughter Alice D. Redwood to have and to hold the same upon the following trust, to-wit; To occupy, use manage, control and apply to the mutual and equal benefit of herself and my two sons Harry E. Redwood and Charles C. Redwood while they each respectively remain single and un married, It being my wish that my said daughter shall during her natural life or whilst she may remain single and unmarried, have the sole and exclusive control and management of the whole of my property and collect and receive the rents and income arising therefrom and apply the same to the mutual comfort and support of herself and my said sons so long as they live together as one family. In the event of the marriage of my

Page No. 33

26 # 8

- Page 2 -

said daughter then it is my wish that this trust shall cease and determine and then all of my said property not previously sold or disposed of shall be divided equally share and share alike between my said above named three children each to hold his or her share thereafter on severalty in fee absolute as his or her own property, if my said daughter should never marry and die single, then it is my wish that whatever property that there may then be remaining of my said estate shall be divided equally between my above named two sons share and share alike.

Third, I hereby give and grant unto my said daughter Alice D.Redwood full and absolute power to sell and convey any or all of said property belonging to my said estate whenever in her discretion and judgment she thinks it necessary or proper to sell the same, and she may then reinvest the proceeds of such sale in other property which shall then be thereafter held by her under the trust hereinbefore named or she may in her discretion use, apply or appropriate such proceeds in any other manner or way as to her may then seem best for the mutual benefit of herself and my said two sons above named.

Fourth, I, earnestly beg my said children so long as they remain single and unmarried to live together as one family and upon the happening of the contingency upon which a division of my said property shall be had, that they shall themselves make such division in an amicable and brotherly spirit without resort to the courts for any assistance therein.

Fifth, I hereby nominate, constitute, and appoint my said daughter, Alice D.Redwood sole Executrix and trustee to execute the trusts created by my said will and I expressly relieve her from giving any bond or security as such Executrix and trustee,

In testimony whereof I hereto set my hand on this the Twenty-fourth day of January, 1885, in the presence of Thomas English and L.H.Faith who at my request and in my presence attest my signature hereto as my last will and testament.

Mary L. Redwood

We the undersigned witnesses to the foregoing will of Mary L.Redwood at her request and in her presence and in the presence of each other hereto subscribe our names as witnesses to said will on this the twenty-fourth day of January, 1885.

L.H.Faith  
Thos. English

Probate Court Proceedings in the ESTATE of MARY L. REDWOOD, Deceased.

- Page 3 -

THE STATE OF ALABAMA  
MOBILE COUNTY

PROBATE COURT

In the matter of the Probate of the Last Will and Testament of Mary L. Redwood, deceased,

Before me, Price Williams, Jr, Judge of said Court personally appeared in open Court, Thomas English and Lyman H. Faith, who having been by me respectively sworn and examined, depose and say, that each of them is a subscribing witness to the instrument of writing now shown to them and which purports to be the last will and testament of Mary L. Redwood, deceased, late an inhabitant of Mobile County; that said Mary L. Redwood, since deceased, signed and executed said instrument on the day the same bears date, and declared the same to be her last will and testament and that affiants respectively set their signatures thereto, on the day the same bears date as subscribing witnesses to the same in the presence of the said testatrix and at her request and in the presence of each other, that said testatrix was of sound mind, and disposing memory, and in the opinion of deponents fully capable of making her will at the time the same was made as aforesaid; that said testatrix, on the day of the making of said will, was of the full age of twenty-one years and upwards,  
Subscribed and sworn to before  
me on this 11th, day of April,  
1892.

L.H. Faith  
Thos. English

Price Williams, Jr, Judge (SEAL)

State of Alabama,  
Mobile County,

I, Price Williams, Jr, Judge of the Probate Court in and for said County and State do hereby certify that the within instrument of writing has this day in said Court and before me as the Judge thereof been duly proven by the proper testimony to be the genuine last will and testament of Mary L. Redwood, deceased, and that said will together with said proof thereof has been recorded in my office in Book of Wills No. 7 and on pages 186- & 7 & 8. In witness of all which I have hereto set my hand and the seal of the said Court this the 11th, day of April A. D. 1892.

Price Williams, Jr, Judge.

THE STATE OF ALABAMA  
MOBILE COUNTY

PROBATE COURT

I, Price Williams, Judge of the Probate Court in and for said State and County, hereby certify that the within and foregoing two and one-half pages contain a full, true, and complete copy of the Last will and Testament, together with the proof thereof, of Mary L. Redwood, deceased, as the same appears of record in my office in will Book No. 7 Pages 186-187 and 188.

Given under my hand and seal of office, this 13th, day of September, 1929.  
(SEAL) Price Williams, Judge of Probate.

Filed for Record in Baldwin County, Ala., Records September 20 1929 at 9:35 A.M.

Probate Court Proceedings in the ESTATE of MARY L. REDWOOD, Deceased.

- Page 4 -

CERTIFICATE OF H. O. HAYNIE.

State of Alabama)  
Mobile County )

Probate Court.

In Re Estate of Mary L. Redwood deceased.

I, Horace O. Haynie, clerk of said Probate Court do hereby certify that the last will of Mary L. Redwood was filed and admitted to Probate in this Court on April 11th, 1892, and that letters testamentary were issued on same date to Alice D. Redwood. That on April 14th, 1894 the final report of the executrix was approved and the said executrix discharged.

That in and by the sworn petition for Probate of the will of said Mary L. Redwood the only and sole heirs surviving said Mary L. Redwood were Alice D. Redwood and Charles C. Redwood each being over 21 years of age.

In testimony whereof I hereunto set my hand and the seal of said Court at office this the 17th day of Feb. A. D. 1899.

H. O. Haynie, Clerk

Probate Court.

(SEAL)

Filed for record in office of Probate Judge, Baldwin County, Alabama, March 6th 1899, and Recorded in Record Book "Y", page 560.

Charles C. Redwood and Alice D. Redwood, heirs at law of Mary L. Redwood deceased, all unmarried,

and Jane F Holcombe, unmarried, and sole heir at law of Coyman

Holcombe, deceased.

Dan W Clark.

Warranty Deed.

None.

April 2 1892.

(See Below.)

single.

May 11 1892.

Record

"1"

497-498.

Yes.

Yes.

Yes.

1316.75

Yes.

C.C.Redwood; Wm F Stoutz;

Thos English.

"All and singular those certain pieces Lots or Tracts of Land, situate, lying and being in Baldwin County, State of Alabama, and described as follows to wit; In Township seven (7) South Range Two (2) east; (Other Lands) and ~~X~~ All of section Twelve (12) except the South half of the South East quarter, and the South East quarter of the South West quarter; ~~X~~ All of said Lands supposed to contain 2635 acres more or less.

Acknowledged by Charles C. Redwood and Alice D Redwood before NP Mobile Co Ala., (S) April 20 1892.

Acknowledged by Jane F Holcombe before NP Middlesex Co N.J. (S) April 7 1892.

# The Federal Land Bank of New Orleans

## TRANSFERS OF TITLE

Charles C. Redwood and Alice D.

Redwood, heirs at law of Mary L. Redwood

Redwood deceased, all unmarried,

GRANTOR

TO

GRANTEE

Kind of Conveyance Warranty Deed.

Any reservation to Grantor None.

Date of Conveyance April 2 1892.

Date of Acknowledgment See below.

Before whom \_\_\_\_\_

Grantor married or single \_\_\_\_\_

Separate Acknowledgment of Wife \_\_\_\_\_

Before whom \_\_\_\_\_

Date of Filing for Record \_\_\_\_\_

Recorded in \_\_\_\_\_ Book No. \_\_\_\_\_ Page \_\_\_\_\_

Is it properly indexed? \_\_\_\_\_

Dower or homestead conveyed properly \_\_\_\_\_

Are names of all signers in body of Conveyance? \_\_\_\_\_

Consideration \$ \_\_\_\_\_ Is it paid? \_\_\_\_\_

WITNESS: { \_\_\_\_\_

### DESCRIPTION OF PROPERTY CONVEYED

GIVE DESCRIPTION AS IN DEED AND ALSO SHOW ANY AND ALL KINDS OF RESERVATIONS

AFFIDAVIT.

As to Chas. Redwood being single.

State of Alabama)

Mobile County ) I, J. M. Henderson having been by me first duly sworn,  
deposes and swears that he knew Chas. Redwood, who with his sister Alice D.  
Redwood, conveyed to Dan W. Clark certain lands in Baldwin County Ala. by  
deed dated April 2nd., 1892, recorded Book "R" "497" pge, records of said  
Baldwin County, and knows that said Chas. Redwood was at time of making said  
deed, a single man.  
J. M. Henderson.

Sworn to before me, and subscribed in my presence, this 29th, day of July  
1899.

(SEAL)

W. A. Gould, Notary Public,  
Mobile County, Alabama.

Filed for record August 8 1899.

Recorded in Record Book "Z", page 365.

It is Properly Indexed.

~~Charles C. Redwood and Alice D.~~

~~Redwood, heirs at law of Mary L. Redwood de  
Redwood deceased, all unmarried,~~

Warranty Deed.

None.

April 2 1892.

See below.



STATE OF ALABAMA.

BALDWIN COUNTY.

Before me, the undersigned authority in and for said State and County, personally appeared Mrs. V. O. Lea, who is known to me and who, having been by me first duly sworn, deposes and says that she is a resident of Daphne, Alabama; that she is 72 years of age; that she knew Mary L. Redwood during her lifetime; that the said Mary L. Redwood died prior to April 2, 1892; that the sole surviving heirs of the said Mary L. Redwood on April 2, 1892, were Alice D. Redwood, a daughter, and Charles C. Redwood, a son; that she had the other son, Harry E. Redwood, who died unmarried, intestate, and without issue, prior to April 2, 1892; that Charles C. Redwood and Alice D. Redwood were the sole and only surviving heirs of Mary L. Redwood and Harry E. Redwood on April 2, 1892, the date of the execution of deed by Charles C. Redwood, Alice D. Redwood and Jane F. Holcombe to Dan W. Clark, filed for record in the office of the Probate Judge of Baldwin County, Alabama, on May 11, 1892, and of record therein in Record Book "R", pages 497-498.

Mrs. V. O. Lea

Sworn to and subscribed before  
me, this the 20th day of  
November, 1935.

C. E. Perkins  
Notary Public & Ex-officio J.P.  
for Baldwin County, Alabama.

(5)

*Not  
Recorded*

Dan W Clark &

Hattie A Clark, his wife.

W W Jordan.

Warranty Deed.

None.

August 27 1894.

September 14 1894,

NP Iowa Co Wis., (S).

Married.

Yes.

NP Iowa Co Wis., (S).

December 14 1894.

Record

"T"

590-592.

Yes.

Yes.

See Note.

2500.00

Yes.

Mary F Carter.

Richard Carter.

"All the following lands in Baldwin County, Alabama, to wit; (Other Lands) and ~~The north half, the north half of South East quarter, the North half of the South West quarter, and the South West quarter of the South West quarter, Section, Twelve Town Seven S. Range Two, East, (All) 1520 A. more or less.~~

NOTE:- In body of Conveyance, Grantors names are:- Dan W Clark; Hattie A Clarke.

Filed for Record September 26 1898.  
Recorded in Record Book "Y", Pages 203-204.

Know all men by these presents, that we, the undersigned, W. W. Jordan and Laura A. Jordan, husband and wife, of Ottawa Franklin County Kansas, have made constituted, and appointed, and by these presents do make, constitute and appoint C. C. Mechem of Ottawa in said County and State our true and lawful Attorney in Fact for us; and in our name place and stead, to buy and sell real estates in the States of Alabama and Mississippi, and to make, execute, and deliver all necessary conveyances therefor, and to make, execute, and deliver all notes and to make, execute, and deliver any, and all Mortgages upon real estate and personal property in said States and to receive all moneys for us which may be due or to become due, and to execute all proper releases of Mortgages, and to execute all proper receipts and to do generally all acts, execute any and all papers, conveyances, acknowledgments, releases, and other documents which may be necessary in the transaction of any and all business in said States, giving to our said attorney full power to do every thing whatsoever requisite and necessary to be done in the Premises, as, fully as we could, if personally present; with full power of substitution and revocation, here ratifying and confirming all that our said attorneys shall do or cause to be done by virtue hereof. In witness whereof we have hereunto set our hands this 14 day of May 1892.

C A Smart

W W Jordan

W S Jenks

Laura A Jordan

Acknowledged May 17 1892 before C A Smart NP Franklin Co Kansas. (S).

No separate acknowledgment of wife.

It is Properly Indexed.

W. W. Jordan by C C  
Mechem his attorney in fact.

Mortgage Deed with Power  
of Sale.  
August 27 1894.

October 3 1894.

NP Mobile Co Ala., (S).

October 4 1894.

Dan W Clark.

Mtg. 1 189-190.

500.00

Doesn't  
State.

"All the following described lands in Baldwin County, Alabama, to wit,  
(Other Lands) and The North half, the North half of the South east quarter,  
The North half of the South west quarter, and the south west quarter of the  
Southwest quarter of section Twelve Township Seven South Range two East,  
(All) 1520 acres more or less, Known as the Hugh Munroe tract.

Given to secure the payment of Five Hundred Dollars and interest thereon  
at 7% according to my promissory note of even date herewith and payable to  
the order of Dan W Clark payable at the office of W H Leinkauf & son Mobile,  
Ala., No due time given. Provides for advertisement and sale in case of  
default in payment of note.

For satisfaction of this Mortgage see quit Claim Deed on next  
page of this ABSTRACT.

42

35

Dan W Clark and

Hattie A Clark his wife,

W. W. Jordan.

Quit Claim Deed.

None.

January 31 1895.

February 9 1895.

NP Iowa Co Wis.,(S).

Married.

Yes.

NP Iowa Co Wis.,(S).

December 9 1895.

Record

"U"

583-584.

Yes.

Yes.

Yes.

500.00

Yes.

None.

the following lands in Baldwin County Alabama, to-wit;- All the lands conveyed by said parties of the first part to the party of the second part, August 27th, 1894, by Deed recorded in the records of said County, December 14th, 1894, Book "T", of Deeds, Page 590 to 592, This Deed is intended as a release and satisfaction of a Mortgage, made by the second party herein to said Dan W. Clark on the 27th day of August 1894, and Duly recorded in the records of said County; said Mortgage being for the sum of (\$500.)

W W Jordan by C C Mechem his  
attorney in fact

L A Jordan by C C Mechem her  
Atty in Fact,

Warranty Deed,  
See Below.

May 31 1895.

May 31 1895.

NP Mobile Co Ala.

Married.

No.

June 11 1895.

Record

"U"

195-196.

E R Grant Trustee.

Yes.

No.

Yes.

9000.00

Yes.

Geo Watkins.

Geo G Johnson.

"All, The following lands in Baldwin County, Alabama to wit - (Other Lands)  
and Section Twelve (12) Except South half of South East quarter, and South  
East \_\_\_\_\_ of South West quarter) all in Town Seven (7) South Range Two (2)  
East,

Subject to a mortgage of Five hundred Dollars & interest since Aug 27, 1894;

44

37 178

E R Grant, Trustee,

River Park Fruit Company.

Warranty Deed.

See Recital.

June 1 1895.

June 11 1895.

Judge of Probate, Baldwin Co Ala.

-----  
-----  
-----

June 11 1895.

Record "U" 197-198.  
Yes.

9000.00

Chas Hall.

Yes.

Yes.

All, The following lands in Baldwin County Alabama to wit Viz; (Other Lands)  
Also Section Twelve (12) (Except South half of South East quarter and south  
east of South West quarter) all in Township Seven (7) South Range Two (2) East

Recites: subject to a mortgage of five hundred Dollars and interest since Aug  
27/ 1894. - - -

City of St. Louis,)
State of Missouri,)SS

AFFIDAVIT OF NORMAN J. COLMAN

Filed for record June 9th, 1900.

Recorded in Deed Book 2NS, Page 532.

Norman J. Colman, being first duly sworn deposes and says that he is a resident of the city of St. Louis, State of Missouri, and is the President of the River Park Fruit Company, a corporation.

Affiant further says that said River Park Fruit Company is duly incorporated and licensed to do business in the State of Alabama; that under and by the laws of the said State of Alabama, said corporation is empowered to purchase and deal in lands etc.

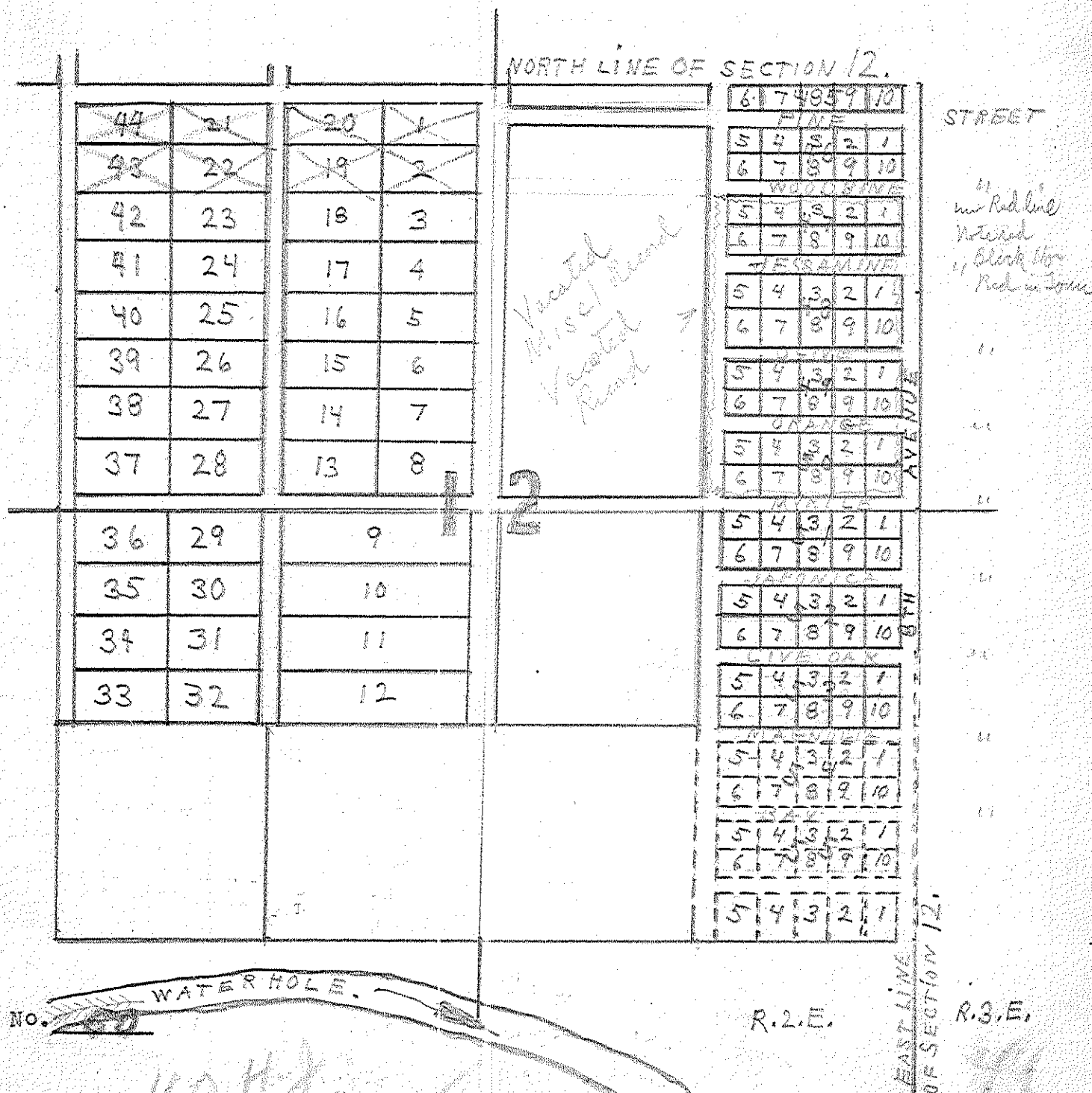
Further affiant sayeth not.

Subscribed and sworn to before me)
this 6th day of April, A. D. 1900)

(SEAL) John S. Blake.
Notary Public.



Entitled, MAP of RIVER PARK and RIVER PARK FRUIT Cos; FRUIT LANDS in Baldwin County Alabama. Scale 600' equals 1 inch. W.A.Bormans, C.E.



River Park Fruit Co

By Norman J Colman, President,

(Corporate seal)

Samuel White.

Warranty Deed.

None.

November 18 1910.

November 23 1910.

NP City of St. Louis, Mo., (S) bloc

NP City of St. Louis, Mo., (S) bloc

December 9 1910.

Deed

16NS

626-627.

Yes.

See Note.

1.00 and other

Yes.

None.

all that real property in Baldwin County, Alabama, described as follows,  
to-wit:- (Other lands) and  
Lot No 1,2,3,4,5,6,7,8,9 and 10 in Block No 51; Lot No 1,2,3,4,5,6,7,8,9 and  
10 in Block No 52; Lot No 1,2,3,4,5,6,7,8,9 and 10 in Block No 53; all said  
property being situated in the Town of River Park, Baldwin County, Alabama,  
as per plat of Town Site on Record.

NOTE:- In Body of Conveyance:- River Park Fruit Company, of River Park,  
Alabama, a corporation.

Samuel White &  
Mary Francis White, his wife,

To

Stapleton Bros.

Deed Book 17NS, Pages 213.  
Consideration: 5¢ per turpentine box.  
Turpentine Lease.  
Dated January \_\_\_\_\_ 1911.  
Witness: Henry S. Manning.  
Filed January 23 1911.

Recites:-

All the lands originally owned by the River Park Fruit Co. (excepting the lots sold as per plat of River Park), The land above mentioned now owned by Samuel White, and also excepting the lands running between Myrtle St. and Japonica St., from the River to 8th. Avenue. The lands above mentioned being the town site only, in Secs. 7 & 12., Tp. 7. S. R. 3. & 2. E. The lease is to run three years from date of cupping the trees, and the cupping to start not later than March 15th. (Year omitted).

Samuel White and  
Mary Francis White, his wife,

Statutory Warranty Deed.  
Vendor's Lien Reserved.  
February 28 1911.  
March 14 1911.  
NP Mobile Co Ala.,  
Married.

Yes.

Yes.

Same Officer.

March 31 1911.

Deed

17NS

381

W A Murphy.

Yes.

Yes.

Yes.

415.00

No.

Thomas C Stephens.

"all and singular those certain lots or parcels of land situated in Baldwin County Alabama, in Section Twelve (12), Township Seven (7) South, Range Two (2) East, and more particularly described as follows:- (Other Lands) and Lots One (1) to Ten (10), inclusive in each of the following blocks, viz: ~~Fifty-one (51), Fifty-two (52) and Fifty-three (53)~~, all according to the map of River Park on record in the office of the Judge of Probate of said county, containing (In All) Eighty-three (83) acres, Subject however to that certain turpentine lease granted by the said Samuel White to Stapleton Brothers, expiring in March 1914.

Recites:- To fully secure the unpaid portion of the purchase money, to-wit, the sum of Three Hundred and Fifteen Dollars (\$315.00), evidenced by the promissory note of even date herewith of the said W A Murphey, payable on or before February 28, 1913, at the Central Trust Company, of Mobile, with interest at Six (6) per cent from date the said Samuel White does hereby expressly reserve and retain a Vendor's Lien on the property herein above described,

Provides for sale after notice in Newspaper published in Baldwin County, Ala.

Samuel White and  
Mary Francis White, his wife,

Warranty Deed.

See Recital.

March 4 1913.

March 4 1913.

NE Baldwin Co Ala., (S)

Married.

Yes.

Same officer.

May 1 1913.

W A Murphy.

Deed

20NS

484-485.

Yes.

Yes.

Yes.

415.00

Yes.

None.

Situated in Baldwin County, Alabama, in Section twelve (12) Township Seven (7) South Range Two (2) East and particularly described as follows:  
Lots one (1) to ten (10) Inclusive in each of the following blocks,  
Viz: - - fifty one (51) fifty two (52) and fifty three (53), all according to the map of River Park on record in the office of the Judge of Probate of said County - - subject however to that certain Turpentine lease granted to Stapleton Brothers, expiring in March, 1924.....

W A Murphy and

Sarah A Murphy, his wife,

J T Worcester.

Warranty Deed.

Vendor's Lien Reserved.

November 7 1929.

November 7 1929.

NP Baldwin Co Ala., (S)

Married.

Yes.

Same Officer. (S)

November 14 1929.

Deed

47NS

410-411.

Yes.

Yes.

Yes.

400.00

No.

None.

all that real property, situated in the County of Baldwin, State of Alabama, described as follows, to-wit: Lots one to ten inclusive in each of the following blocks, vis, fifty one, fifty two and fifty three, all according to the map of River Park on record in the office of the Judge of Probate of said County. The above described land is in Section twelve, Township seven -7- South of Range two East Baldwin County Ala.

Consideration of \$400.00 paid; and further sum of \$200.00 to be paid in 90 days. and instrument recites that a lien is retained on above property to secure payment of balance of purchase price.

"By accepting this conveyance, grantor hereby binds himself to pay taxes for current year of 1929 and grantee shall assess and pay all taxes due there eafter."

The following marginal notation appears in ink: "For release vs lien see 48NS page 350." (see next item).

NOTE: In Body of Deed Grantors' names are spelled Murphey.

55

Release Vendor's Lien.

None.

February 19 1930.

February 19 1930.

NP Baldwin Co Ala., (S)

Married.

Yes.

Same Officer. (S)

February 21 1930.

Deed

48NS

350.

J T Worcester.

Yes.

Yes.

Yes.

See Recital.

Esau E. Du Brock.

Gladys Lowell.

Know all men by these presents: that W A Murphy and Sarah A Murphy, his wife, grantors of a Warranty Deed with Vendor's Lien, dated November 7, 1929, and conveying to J T Worcester the following described real property situated in County of Baldwin, State of Alabama, to-wit:

Lots one to ten inclusive in each of the following blocks, viz: fifty one, fifty two and fifty three, all according to the map of River Park on record in the office of Judge of Probate of said County, The above described land is in Section twelve, Township seven (7) South, of Range two East Baldwin County, Ala.,

Now they acknowledge complete satisfaction and payment of all the amounts due on said lien, which was filed for record with the Judge of Probate Court of Baldwin County, Alabama, on November 14th, 1929 in deed book No 47NS pages 410-11 and it is the purpose of this release to effect a discharge of the County records of said lien giving to J T Worcester a clear warranty title.

In witness their hands .....

56

Oswold Forster and  
Martha Forster, his wife,

Owen George Coltman.

Warranty Deed.

None.

March 3 1910.

March 3 1910.

NP Baldwin Co Ala., (S)

Married.

Yes.

Same Officer. (S)

March 16 1910.

Deed

15NS

648.

Yes.

Yes.

Yes.

1.00 and other

Yes.

None.

The Southeast quarter of the Southeast quarter of Section twelve in Township  
Seven South of Range Two East, of St Stephens Meridian Alama containing forty  
acres and seven hundredths acres - - -



Owen George Coltman and  
E S Coltman, his wife,

Mortgage.

Not Dated.

March 3 1910.

NP Baldwin Co Ala., (S)

Oswald Forster and

March 28 1910.

Martha Forster.

Mtg. 9 448.

1,600.00 See Recital.

Separate Acknowledgment of wife, same  
officer, same date, (S).

In Baldwin County, State of Alabama, to-wit: - the Southeast quarter of the  
Southeast Quarter of Section Twelve in Township Seven South of Range two East  
of St Stephens Meridian Alabama, containing forty and Seven hundredths acres.

Consideration is stated as follows: \$1200.00 paid March 10, 1910  
Balance due in 5 years - - - - -

CANCELLED: See next Page.

58

Release or Cancellation of Above named Encumbrance

Oswald Forster and Martha  
Forster, by J H H Smith,  
Atty-in-fact. Grantor

To

Release, how made? Across margin of instrument  
By whom made J H H Smith, Attorney in fact  
Date of Release February 16 1911  
Consideration "Full payment"  
Recorded in Mortgage Book 9 Page 448.

Owen George Coltman and E S  
Coltman, his wife.

Grantee

Language of Cancellation or Release

By power vested in me by Power of attorney recorded in Miscellaneous Record  
No 2, I hereby certify that Owen George Forster has received full payment  
and complete satisfaction of the debt secured by this mortgage and hereby  
cancel and discharge the same this 16th day of February, 1911.

Attest:

Jesse M Smith.

Oswald Forster  
Martha Forster  
by J H H Smith  
Atty-in-fact..

Release or Cancellation of Above named Encumbrance

Owen George Coltman, E S  
Coltman, Oswald Forster,  
Martha Forster by  
J H H Smith, Atty-in-fact.  
Grantor

Release, how made? Across face Instrument  
By whom made J H H Smith, atty-in-fact.  
Date of Release June 28 1912.  
Consideration "full payment"  
Recorded in Mortgage Book 9 Page 448.

Language of Cancellation or Release

Full payment and complete satisfaction for the debt secured by this instrument having been made, same is hereby cancelled and discharged this 28th day of June, 1912.

Attest:

S A Berry,  
Clerk.

Owen George Coltman  
E S Coltman  
Oswald Forster  
Martha Forster

Notation in red: "This cancellation is made to correct names in above cancellation of Feb. 16th, 1911."

Oswald Forster and  
Martha Forster, his  
wife.

To

J H H Smith.

Power of Attorney

Dated December 9th, 1910.

Acknowledged December 9 1910, before  
NP Baldwin Co Ala., (S).

Grantors are married.

No separate acknowledgment of wife.

Filed for Record December 19 1910.

Recorded in Mscl Book 2 Page 3.

It is properly Indexed.

Names of all signers are in body of ~~ins-~~  
~~trument.~~

No Witnesses.

Recites:-

Have made, constituted and appointed and by these presents do make, constitute and appoint J H H Smith - - true and lawful attorney for them and in their name, place and stead - to cancel a certain mortgage made by and between Oswald Forster and Martha Forster, his wife, as parties of the first part and Owen G George Coltman and E S Coltman as parties of the second part, on - - - SE<sup>1</sup> of the SE<sup>1</sup> of Section 12 Twp 7 South Range 2 East Baldwin County, Alabama, and recorded in Record book No 9 Mtgs page 448 in the office of the Probate Judge of Baldwin County, Alabama - - -

Giving and granting to the said attorney full power and authority in the premises to do, execute, perform, fulfil and conclude for them and in their name and stead, all and singular acts, matters and things whatsoever, - - - in as ample a manner as they might do if personally present - - - -

Owen George Coltman and  
E S Coltman, his wife,

To

J H H Smith.

Power of Attorney.

Dated December 9, 1910.

Acknowledged December 9 1910, before  
NP Baldwin Co Ala., (S).

Grantors are Married.

No separate acknowledgment of wife.

Filed for Record January 20, 1911.

Recorded in Msc1 Book 2 Page 6.

It is properly Indexed

Names of all signers are in body of ~~388~~-  
trument.

No Witnesses.

Recites:-

Have made, constituted and appointed and by these presents do make, constitute and appoint J H H Smith - - - true and lawful attorney for them and in their name, place and stead - to cancel a certain mortgage made by and between Oswalt Forster and Martha Forster, his wife, as parties of the first part and Owen George Coltman, and E S Coltman, his wife, as parties of the second part on - - - SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12 Twp 7 South Range Two East, Baldwin County, Alabama, and recorded in Record book No 9 mtgs page 443 in the office of the Probate Judge of Baldwin County, Alabama,

Giving and granting to the said attorney full power and authority in the premises to do, execute, perform, fulfill and conclude for them and in their name and stead, all and singular acts, matters and things soever - - in as ample a manner as they might do if personally present - - - - -

Oswalt Forster and  
Martha Forster, his  
wife,

To

J H H Smith.

Power of Attorney

Dated February 2, 1911

Acknowledged February 2 1911, before  
NP Baldwin Co Ala.,

Grantors are married.

No Separate acknowledgment of wife.

Filed for Record February 4 1911.

Recorded in Mscl Book 2 Page 7.

It is Properly Indexed

Names of all signers are in body of ins-  
trument.

No Witnesses.

Recites:-

have made, constituted and appointed and by these presents do make, consti-  
tute and appoint J H H Smith - - true and lawful attorney for them and in  
their name, place and stead - - to cancel a certain mortgage made by and  
between Owen George Coltman and his wife E S Coltman, as parties of the  
first part and Oswalt Forster and his wife, Martha Forster, as parties of the  
second part, on SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 12 Twp 7 South Range 2 East, Baldwin  
County, Alabama, and recorded in record book No 9 Mtgs page 448 in the  
office of the Probate Judge of Baldwin County, Alabama - - -

Giving and granting to the said attorney full power and authority in  
the premises to do, execute, perform, fulfill and conclude for them and in  
their name and stead, all and singular acts, matters and things whatsoever  
- - - in as ample a manner as they might do if personally present. - - -

Owen George Coltman and

E S Coltman, his wife,

Nellie C Stephens.

Warranty Deed.

None.

December 9 1910.

December 9 1910.

NP Baldwin Co Ala., (S).

Married.

Yes.

Same Officer. (S).

February 10 1911.

Deed

16Ns

683.

Yes.

Yes.

Yes.

1.00 and other

Yes.

P Y Albright.

In Baldwin County, Alabama, described as follows:- the SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of section 12 Twp 7 South, Range 2 East, containing 40 and 7/10 acres, more or less - - - - -

Nellie C Stephens and

Thomas C Stephens, her  
husband,

John Fleming.

Mortgage.

June 27 1912

June 27 1912.

NP Baldwin Co Ala., (S).

July 2 1912.

Mtg. 12 437.

300.00

June 27 1913.

The SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12 Twp. 7 South Range 2 East Baldwin County,  
Alabama, containing 40 and 7/10 acres, more or less - - - - -

NOTE:- Separate acknowledgment of wife, before same officer, June 27 1912,  
(S).

For sale by Mortgagee see next page of this  
ABSTRACT.



Nellie C Stephens and Thomas C

Stephens, her husband, by

Charles Hall, Auctioneer.

Mortgagees Deed.

None.

October 23 1917.

October 23 1917.

WP Baldwin Co Ala., (S).

Married.

October 23 1917, 8 AM.

John Fleming.

Deed

SCNS

429.

Yes.

Yes.

\$385.00

Yes.

None.

Recites:- Whereas on the 27th day of June 1912, Nellie C Stephens and Thomas C Stephens, executed a certain mortgage to John Fleming to secure an indebtedness mentioned therein, said mortgage being recorded at page 437 of Volume 12 of Mortgages of the records of Baldwin County, Alabama, and

Whereas default was made - - and whereas property was advertised for sale for three weeks and whereas in strict compliance with the power of sale contained in said mortgage, property was offered for sale to highest bidder for cash - - on October 19th, 1917 at the door of the Court House - - and same was purchased by John Fleming, the mortgagee, for the sum of \$385.00 - - highest and best bid therefor - - - and whereas Charles Hall as auctioneer conducted the said sale - - Now therefore - - -

"in Baldwin County, Alabama, Viz: All the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12 Township 7 South Range 2 East, Baldwin County, Alabama, containing 40 and 7/10 acres, more or less - -

Probate

Baldwin

State of Alabama

Nellie C. Stephens.

See Delinquent Docket No. 12 Page 124..

Recites rendition of decree in aforementioned court for the sale of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec 12 T7S R3E for taxes due thereon for 1916.

Nellie C Stephens by

Tax collector,

State of Alabama.

Tax sale.

June 1 1917.

None.

Doesn't state.

June 1 1917.

Sales

4

115.

Yes.

19.80

None.

Yes.

Yes.

SE<sub>1</sub> of SE<sub>1</sub>

S  
13

T  
78

R  
82

State of Alabama,

by Judge of Probate,

John Fleming.

Redemption Certificate.

None.

April 30 1918.

-----

-----

-----

-----

-----

Sales

4

113.

Yes.

-----

Yes.

\$38.87

Yes.

None.

Recites redemption of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of sec 12 T7S R2E from tax sale of June 1, 1917. Consideration of \$38.87.

John Fleming,

"Widower"

Warranty Deed.

None.

February 7 1922.

February 8 1922.

NP Baldwin Co Ala., (S).

Single.

-----  
-----

February 21 1922, 8 AM.

Deed

3LMS

532.

Gust Fisher.

Yes.

-----

Yes.

1.00 and other

Yes.

J O Wolff.

All that real property in \_\_\_\_\_ described as follows:

All the Southeast quarter of the Southeast quarter of Section twelve (12) Township Seven (7) South, Range Two (2) East, Baldwin County, Alabama containing forty (40) and seven tenths (.7) acres, more or less - - - - -

Warranty Deed.

None.

October 13 1922.

October 13 1922.

NP Baldwin Co Ala., (S).

single.

- - - - -

- - - - -

November 22 1922, 8 AM.

Deed

32MS

502.

Yes.

Yes.

Yes.

1.00 and other

Yes.

Alex J. Melville.

Gust Fisher, unmarried,

Nellie G. Berry.

All the real property in Baldwin County, Alabama, described as follows.

All the southeast quarter of Southeast quarter of section twelve (12) Township Seven 7 south range two 2 east, Baldwin County, Alabama, containing forty (40) and seven tenths acres more or less.

71

Nellie G. Berry and

Carleton G. Berry, wife

and husband,

J T Worcester.

Warranty Deed.

None.

October 26 1927.

October 26 1927.

ND Cook Co Ill., (S).

Married.

Yes.

Same Officer, (S).

December 29 1927, 8 AM.

Deed

44NS

237-238.

Yes.

Yes.

Yes.

1.00 and other

Yes.

Harry M Heyland.

Mrs. Alice Green.

"the following described real property situated in the County of Baldwin, State of Alabama, to-wit:

That certain parcel of land being the South-East quarter of the South-East quarter of Section (12) Twelve, Township (7) South, Range (2) Two, East in Baldwin County, Alabama, with all appurtenances thereto, containing (40) Forty acres more or less.

Chancery

Mobile

Richard Morton, Admr. of John Morton and Executor of Alex Morton, deceased,

Complainants,

John Wood, Wm. Wood, David Gordon, Joseph Wood, John M. Jones, Anna Maria Wood,  
Henry DuBose, Marion C. Morton, John C. Morton, Anna Maria Eastup, Thomas Eastup,  
her husband, Mary E. Morton, Catherine P. Morton, Susan R. Morton, Wm. Morton,  
Samuel C. Bussy, Catherine Posey, Mary Posey and Susan Posey,  
Defendants.

Record Book "N", pages 109 to 125, S.E. Chancery Division, in office of Reg-  
ister of Circuit Court, Mobile, Ala.

No. 1567. Chancery Court.

Bill filed.....for settlement of estates and  
sale of land therefor. Exhibit A. to bill contains a list of the lands and  
among the items is Divisions 1, 2, 3, 4 & 5 or the west Fr. section 13, town-  
ship 7 south of range 2 east.

Service.

Service accepted by John Wood, David Gordon, Wm T. DuBose-Guardian of Henry  
DuBose, and Joseph Wood.

Orders of Publication and Proof thereof for the rest.

Henry DuBose answers by John M. Taylor, Guardian ad Litem,  
but did not note appointment in record. File missing.



proceedings Estate of John Morton and Alex Morton, deceased,

- page 2 -

Record Book "N", page 117, S.E. Chancery Division, Mobile, Ala.

Reference :- Report of Master as to manner of sale of lands, etc. Also Minute Book "D", Page 294.

Confirmation of Report of Master and Order of Sale. Also Minute Book "D", Page 302.

Record Book "N", Page 122, Also Minute Book "N", Page 175.

Confirmation of Sale by Master to Andrew H Johnson of West Fr. Sec. 13, T. 7. S. R. 2. East, cont., 537.92 acres at \_\_\_\_\_ cents per acre \_\_\_\_\_, and other sales. states "for which he made deeds to said purchasers- with the exceptions of Wm D Gager- which part was RESOLD to Alexander McKinstry.

Sets out report of Master, and confirms the same. The report sets up sale on 1st., Monday in June, 1861, pursuant to decree of Jan. Term, 1861, after thirty days advertisement in a newspaper, etc.

Reports sale of West Fr. Sec. 13, T. 7. S. R. 2. East, cont., 537.92 acres to Andrew H. Johnson for \_\_\_\_\_ cents per acre, \_\_\_\_\_.

Recites that report was read more than two days before in open Court and no exceptions filed and confirmation of it.

- - - - - 0 - - - - -

O.S. Jewett Register and Master in  
Chancery 1st Dist. So. Division Ala.

Andrew H. Johnson.

Master's Deed.

None.

June 8 1851.

No Acknowledgment.

Doesn't state.

Not Given (about September 15 1851.

Record

172-173.

Yes.

Yes.

390.99

Yes.

None.

The W. Fracl sec. 13, Tp. 7. S. R. 2. E., Baldwin County, Ala., containing 557.92 acres (and other lands).

Recites:—That I O.S. Jewett, Register and Master in chancery, of the chancery Court for the First District of the Southern Chancery Division of said State, in pursuance of the command, made by the Honorable the Chancery Court for the District aforesaid, and in execution of a certain decree made by said Court at the Term Thereof, held in and for said District, of Mobile, on the first Monday of January A.D. Eighteen hundred & fifty one in a certain suit in chancery, pending in said Court, wherein Richard Morton Exr. of the last Will & Testament of Alex. Morton decd. & Adm. of the Estate of John Morton decd. Complainant — and David Gordon John C. Morton John M. Jones & Wife, Henry DuBose Thomas Easterheld defendants, and in obedience to the requirements of said Decree, I did expose at public sale, in front of the Court House of said County, on the first Monday of June, A.D. 1851 — between the hours of Twelve O'Clock Noon and Three O'Clock in the afternoon on said day, the Lands ordered to be sold by said Decree after having given Thirty days previous notice of the said intended sale, by publication in the Herald and Tribune a Newspaper printed in the City of Mobile, at which said sale so made as aforesaid Andrew H Johnston became the purchaser of the said lands so ordered to be sold, and described as follows, to wit: —

A M Johnson

Ten Denton and

Warner Denton.

Warranty Deed.

None.

March 10 1868.

August 1 1868.

J Peace Baldwin Co Ala.

Doesn't state.

-----  
-----

October 5 1868.

Record

"I"

185-186.

Yes.

Yes.

\$30.00

Yes.

All that certain piece or parcel of land, known as fractional section (No (13) thirteen, Township No (7) seven, South range No (8) two east, lying west of Fish River and north of Green and Water hole Branch, supposed to contain (200) two hundred acres more or less, (And other lands) all lying and being in Baldwin County and land District of St. Stephens.

AFTER:- more or less, also that portion of section (18) eighteen in Township No (7) seven South of Range No (3) three East lying West of Fish River supposed to contain (150) one hundred and fifty acres more or less, all lying - - -

*all HHP*



Malinda Williams and John Williams  
 Her Husband Maria Fagins and Jordan Fagins Her Husband Sallie  
 Wallace Dempsey Denton and Lena  
 Denton, His Wife, John Denton, Un-  
 married, and Wanner Denton  
 Unmarried,

Suit Claim Deed.

None.

February 12 1898.

See below.

See below.

See below.

No.

February 16 1898.

George H Hoyle.

Record

"X"

331-332.

Yes.

No.

Yes.

1.00

Yes.

"All their interest in and to that certain land in Baldwin County Ala-  
 bama and described as fractional section 13 Tp 7 S R 2 E lying west of Fish  
 River and north of Water Hole and Green Branch (And other lands)

"Recites:- All the living Sisters and Brothers of Tan Denton who died without  
 leaving any children, all of the County of Baldwin, and State of Alabama, for  
 and in consideration of \$1.00 to them in hand paid by George H Hoyle"

Signed:- Edward Denton (Dempsey); Lena Denton; Maria <sup>her</sup> <sub>mark</sub> Fagins ;  
 Melinda <sup>her</sup> <sub>mark</sub> Williams; Sarah <sup>her</sup> <sub>mark</sub> Wallace; Jordan <sup>his</sup> <sub>mark</sub> Fagins;  
 John <sup>his</sup> <sub>mark</sub> Denton; Warner <sup>his</sup> <sub>mark</sub> Denton; John <sup>his</sup> <sub>mark</sub> Williams.

Malinda Williams; John Williams Her Husband; Maria Fagins; Jordan  
 Fagins Her Husband; Sallie Wallace, unmarried; Johnnie Denton unmarried;  
 Wanner Denton unmarried; Acknowledged Feby 12th 1898 before MF Baldwin Co  
 Ala.,

Edward Denton Acknowledged Feby. 11th 1898, before Justice Peace Mobile Co Ala.

Warner Denton  
his  
By John X Williams  
mark  
Attorney in fact.

George H Hoyle.

Warranty Deed.

None.

February 8 1898.

February 8 1898.

NP Baldwin Co Ala.

Doesn't state.

February 8 1898.

Record "X" 339-341.  
Yes.

Yes.

50.00

Yes.

Joseph Hall.

Walter L. Thompson.

"ALL, the undivided one half interest of the said Warner Denton in and to that certain land in Baldwin County, Alabama, and described as follows: All of Fractional Section No. Thirteen (13) in Township Seven (7) South, of Range Two (2) East, lying West of Fish River and North of Water hole and Green Branch, supposed to contain Two Hundred acres, more or less; (And other Ladds) Being the same land conveyed to Warner and Tan Denton by A.H. Johnson & deed recorded in Book I pp. 185-186, Baldwin County, Ala.

In Body of Conveyance Recites:- between John Williams, attorney in fact for Warner Denton, and acting under authority of a power of attorney executed Jany 24th, 1898 & recorded in Book X pp. 305. Baldwin Co. of the first part, and George H Hoyle of the second part, - - -

AFTER, more or less; Also that portion of Section Eighteen (18) Tp. Seven (7) South of Range Three (3) East, lying west of Fish River, supposed to contain One hundred and fifty acres,

OK from Orig HHP.

Celia Denton, widow of Tan Denton,  
deceased, & Chas. Denton, son  
of Tan Denton, deceased,

Charles Hall.

Warranty Deed.

None.

February 14 1898.

February 14 1898.

NP Baldwin Co Ala.,

See Note;

February 14 1898.

Record

"X"

362-365.

Yes.

Yes.

37.50

Yes.

Leslie Hall.

Fred Harford.

"All the undivided interest of the parties of the first part in certain lands in Baldwin Co., Ala., described as follows:

All of fractional section no Thirteen (13) in Township seven (7) South of Range Two (2) E lying West of Fish River and North of Water Hole and Green Branch supposed to contain Two Hundred Acres more or less - (And other lands) being the same land conveyed to Warner and Tan Denton by A H Johnson, and deed recorded in Book I pp 185 - 186 Baldwin Co Records.

Signed; Cecelia <sup>her</sup> X Denton; widow; Chas <sup>his</sup> X Denton son.  
mark mark

NOTE: States Celia Denton is single; doesn't state about Chas Denton.

ORIGINAL

TRIMBLE & KENTON  
RECORDERS  
BIRMINGHAM, ALA.

RECORDED  
INDEXED

quit Claim Deed.

None.

February 15 1898.

February 15 1898.

NP Baldwin Co Ala.,

See Note.

Jane Stanley and Haywood Stanley,  
Her Husband, Malinda Williams and  
John Williams, Her Husband, Sallie  
Wallace, a widow, Wanner Denton,  
Maria Fagan & Jordan Fagan, heirs  
at law of Tan Denton, dec'd.,

February 15 1898.

Record

"X"

365-367.

Charles Hall,

Yes.

Yes.

1.00

Yes.

Leslie Hall.

Barbrie E Williams.

All our right, title & interest in and to All of the fractional section No Thirteen (13) in Township seven (7) South of Range Two (2) East lying west of Fish River and north of Water Hole and Green Branch, supposed to contain Two hundred acres, more or less (And other lands) all in Baldwin Co., Ala.;

Signed:- Jane Stanley; <sup>his</sup> Hawwood <sup>X</sup> Stanley; John <sup>his</sup> <sup>X</sup> Williams;

Malinda Williams; <sup>her</sup> Sallie <sup>X</sup> Wallace; Maria <sup>her</sup> <sup>X</sup> Fagan;

Jordan <sup>his</sup> <sup>X</sup> Fagan; Warner <sup>his</sup> <sup>X</sup> Denton.



LUMBER, CROSS TIES  
PILING

**H. ENGLAND**  
**FORWARDING AGENT**  
COASTWISE EXPORT CARGOES  
FIRST NATIONAL BANK BUILDING  
**MOBILE, ALABAMA**

CABLE ADDRESS  
"HENGLAND"

November 15th, 1933.

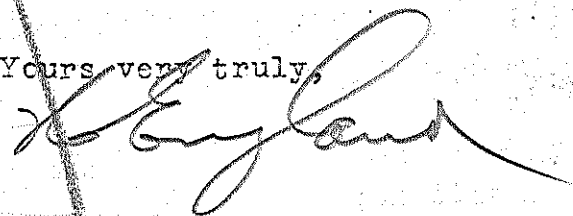
Mr. Harry H. Parker  
Fairhope, Ala.

Dear Harry:

I believe I have traded with Jesse H. Miller Jr. for the timber which we looked at a few weeks ago and wish you would make up some sort of lease describing the land fully, for a consideration of seventy-five dollars. Make it for one year of merchantable timber.

I'm trying to get over this week to look over that tract down at Fish River, but have been unable to get away somehow. Believe it will be next week before I get a chance.

Yours very truly,



HE/p

Dempsey Denton and  
Lena Denton, his wife,

Charles Hall.

Quit Claim Deed.

None.

February 16 1898.

February 16 1898.

NP Baldwin Co Ala.,

Married.

No.

February 16 1898.

Record

"X"

383-384.

Yes.

Yes.

1.00

Yes.

Lawrence Denton.

Leslie Hall.

"All interest and claim as an heir at law of Tan Denton, deceased in & to all of fractional section No Thirteen (13) in Township Seven (7) south of range No (2) Two East lying west of Fish River and north of Water Hole and Green Branch - Supposed to contain Two Hundred Acres, more or less, - - (And Other land) being the same land conveyed to Warner & Tan Denton by A H Johnson - and deed recorded in Book I Pages 185 - 186, Baldwin Co Ala - records said land lying and being situate on the County of Baldwin, State of Alabama.

NOTE:- Signed only by Dempsey Denton.

Chas Hall and  
Mattie Hall, his wife.

George H. Hoyle.

Quit Claim Deed.

None.

February 19 1898.

February 19 1898.

NP Baldwin Co Ala.

Married.

No.

-----

February 22 1898.

Record

"X"

396-397.

Yes.

No.

No.

42.50

Yes.

Leslie Hall.

Joseph Hall.

"all of our right, title, interest and claim, in or to the following described real estate, to wit; All of Fractional section No. Thirteen in Township Seven South of Range Two East, lying west of Fish River and North of Water Hole and Green Branch, two hundred acres more or less; (And other lands) All in Baldwin County - Alabama. - - -

AFTER more or less; Also all that portion of section Eighteen Township Seven South of Range Three East, lying West of Fish River, supposed to contain One hundred and fifty acres

*OK from Orig HRP.*

RELEASE.  
-----THE STATE OF ALABAMA,  
Revenue department

Whereas, The Tax Collector of Baldwin County, did on the 29 day of June A.D. 1896, sell the following described lands for the Taxes then due and unpaid on said land and for the penalties and cost of said sale, to-wit: Fraction lying west of Fish River Section 18. Township 7. South 2 East, and North of green and Water Hole Branch; Also fractional part of Section 18. Also 40 Acres in Section 20. Township 7. South 3. East

And whereas, a Certificate of Redemption of said lands, signed by the Probate Judge of said County, has been filed in this office, under the statutes in such cases made and provided, and George H. Hoyle, applicant having complied with the requirements of the same; and he, the said applicant, claiming to be the owner of said described lands now,

Therefore, I, W. S. White, Auditor of the State of Alabama, under and by virtue of the authority in me vested by an Act, approved February 17th, 1885, and an Act to amend certain sections of said Act of 1885, entitled "An Act to provide for the Assessment and Collection of Taxes, etc.," approved February 28th, 1887, do hereby certify that all claims by the state acquired by the tax sale aforesaid, to the land described, are hereby released to the said George H. Hoyle.

Witness my hand at the City of Montgomery, this the 2nd, day of February 1899.

(Signed)

W S White

State Auditor.

John McDuffee, as administrator  
of the Estate of Andrew H. Johnson,  
deceased,

Administrator's Deed.

None.

August 20 1881.

August 20 1881.

J Peace Monroe Co Ala.,  
-----  
-----  
-----

September 21 1881.

Record

"M"

227-229.

Bernard Stelzenmuller.

Yes.

No.

Yes.

16.00

Yes.

parts of Lots numbered 2, 3, & 4 in Section Thirteen (13) in Township 7,  
South, of Range 2. East.

Recites:- Whereas by an order heretofore made by the Probate Court of said  
County, to wit: on the 11th day of March 1881 I, John McDuffee as administra-  
tor of the Estate of Andrew H. Johnson, deceased, was authorized and empow-  
ered to sell the realty hereinafter described belonging to said Estate, and  
whereas pursuant to said order, after having given due and legal notice of  
the time place and terms of said sale by advertisement in the Mobile Regis-  
ter a Newspaper published in the City of Mobile, and by pasting up notices  
at the Court House and three other public places in said County for the term  
of three weeks previous to said sale, I, as administrator as aforesaid on the  
20th day of June 1881, did offer at the Court House of said County said lands  
for sale at public outcry, and at said sale Bernard Stelzenmuller became the  
highest best and last bidder for the purchase of parts of Lots numbered 2, 3,  
& 4 in Section Thirteen (13) in Township 7, South, of Range 2, East, at the  
price and sum of Sixteen Dollars, and whereas said sale has been duly report-  
ed to, and confirmed by said Probate Court, and the said Bernard Stelzenmuller  
has paid, etc.;

NOTE:- The proceedings on the Estate of Andrew H. Johnson are not shown be-  
cause he had previously deeded the land described in this instrument to Tan  
Denton and Wanner Denton March 10 1862, see Deed Book "I", Pages 185 - 186.

85

George Stelzenmuller

William Stelzenmuller.

Quit Claim Deed.

None.

April 25 1895.

April 25 1895.

NP Kititas Co Wash.

Doesn't state.

No.

December 14 1903.

Deed

GNS

629.

Yes.

Yes.

100.00

Yes.

Kirk Whited.

Tobias Mitchell.

"Also parts of lots numbered Two, Three and Four, in Section Thirteen, Township Seven South of Range Two East, which is of Record in Book "M", pages 227,-228-229 in Office of Probate Judge of Baldwin County.  
All of said lands are situated in Baldwin County, Alabama.

William Stelzenmuller

George H Hoyle.

Quit Claim Deed.

None.

December 4 1899.

December 4 1899.

Judge Probate Baldwin Co Ala.

Doesn't State.

- - - - -

- - - - -

December 7 1899.

Deed

lms

470-471.

Yes.

No.

Yes.

Yes.

15.00

None.

all that real property in Baldwin County, Alabama, described as follows, to-wit: Parts of Lots 2, 3 & 4 Sec. 13 Tp 7 S R 2 E. Being the same land sold to B. Stelzenmuller by Jno McDuffee, Admr. of estate of A.H. Johnson on Aug 20th, 1881, recorded in Book M. pp 227, Baldwin County records

Signed:- Wm Stelzenmuller.

NOTE. George Stelzenmuller & William Stelzenmuller are sons and heirs of Bernard Stelzenmuller, deceased.

This lease, made the 2nd day of October, 1905, between George H Hoyle party of the first part, and J A Evans, party of the second part, Witnesseth, That the said party of the first part for and in consideration of the sum of fifteen dollars to him in hand paid, and the further sum of sixty dollars to be paid on or before Sept 1st, 1906, has this day leased to the said J A Evans for a term of five years from this date the following described land in Baldwin county, Ala., to-wit: Beginning at a stake, the North east corner of the N W 1-4 of N E 1-4 of Sec. 16, Tp 7 S R 2 E it being the S W corner of the Foster Homestead; Running thence East, two hundred feet to a stake; thence South four hundred feet to a stake; thence West to the Creek known as Waterhole; thence up the meanderings of said Creek to the North line of said section thirteen; thence East to the place of beginning, containing five acres, more or less. Said land to be used as a site for a turpentine still and for dwelling sites for the operators & hands engaged in the business and any necessary uses connected with said business. Said second party being permitted to cut such trees as are needed in building houses on the lands or clearing for a garden or gardens on the payment of five cents each for each tree so cut; but he must cut no oak trees, And shall use due care not to unnecessarily damage the landings or waterway connected with said property, It is also understood that, during the term of this lease, thirty feet of the north side of said lot shall be left free for a common highway-

Witness my hand and seal this 2nd day of October, 1905.

Witnesses:

(Signed) George H Hoyle (Seal)

Daisy D Batre

Evie D Hoyle.

Filed for record Nov. 9th, 1905 at 8 A.M.  
Recorded in Deed Book #9 NS, Page 483.

NOTE. This lease is not cancelled on the record but the abstractor has personal knowledge that Evans transferred this lease to N. D. Montgomery, who turned it over to W. H. Stapleton, who gave it up for the consideration of being allowed to remove some buildings from the land.



Warranty Deed.

None.

February 19 1912.

February 19 1912.

NP Baldwin Co Ala., (S)

Married.

No.

- - - - -

March 19 1912.

Deed

19NS

80.

Yes.

No.

Yes.

600.00

Yes.

George H. Hoyle and

Evie D Hoyle, his wife,

W W Worcester.

"All that real property in Baldwin County, Alabama, described as follows, to-wit: All that portion of Section Thirteen (13) in Township Seven (7) South, of Range Two (2) East which lies west of Fish River and North of Water Hole and Green Branch (except a piece fifteen chains wide off the East side, which was sold to William Dorgan) containing sixty acres, more or less.

Recites:- It being understood that the said William Dorgan shall have a right of way sufficient to move his timber over the land east of Green branch herein conveyed, from the land heretofore sold to him adjoining the tract herein conveyed.

Warren W. Worcester,

widower,

Elza Landes and

Rosina Landes, his wife.

Deed with Vendor's Lien.

Vendor's Lien Reserved.

September 9 1914.

September 9 1914.

NP Baldwin Co Ala., (S).

Single.

September 11 1914.

Deed

221S

296-297.

Yes.

Yes.

Yes.

500.00

No.

"all that real property in Baldwin County, Alabama, described as follows, to wit: -- All that portion of Section Thirteen (13) in Township Seven (7) South, of Range Two (2) East which lies East and North of Green Branch, except a piece fifteen chains wide off the East side, which was sold to William Dorgan; leaving the amount herein conveyed Eighteen acres, more or less.

Recites:- Witnesseth, That the said party of the first part for and in consideration of One Hundred Dollars to him in hand paid by the parties of the first part, the receipt of which is hereby acknowledged, and for the further sum of Four Hundreded Dollars, with interest at the rate of six per cent per annum, to be paid, as shown by eight promissory notes of even date herewith, made by said Elza Landes and wife, payable to the order of W. W. Worcester at the Bank of Mobile, Mobile, Ala., one, two, three, four, five, six, seven, and eight years after date, with interest, has bargained and sold, - - -etc.,

(Signed) W. W. Worcester.

Elza Landes and  
Rosina Landes, his wife,

W. W. Worcester.

Quit Claim Deed.

None.

September 30 1916.

September 30 1916.

NP Mobile Co Ala., (S).

Married.

No.

October 9 1916.

Deed

25NS

225-226.

Yes.

No.

Yes.

75.00

Yes.

all that real property in Baldwin County, Alabama, described as follows,  
to wit:

All that portion of Section Thirteen in Township Seven South, of Range  
To East, except fifteen chains wide off the east side, sold by Geo. H. Hoyle  
to William Dorgan, leaving the amount herein conveyed, eighteen acres, more  
or less, and being the same land conveyed to the grantors herein by the said  
W. W. Worcester in deed dated September 9th., 1914.

W.W.Worcester,

Warranty Deed.

None.

August 21 1923.

August 21 1923.

NP Baldwin Co Ala.

Single.

-----

-----

July 7 1925.

Deed

36NS

348.

J.T.Worcester.

Yes.

Yes.

Yes.

1.00 and other

Yes.

Alex J Melville.

\*all the real property in Baldwin County described as follows:  
All that portion of Section Thirteen (13), Township Seven (7) South, of  
Range Two (2) East, in Baldwin County, Alabama, which lies West of Fish  
River and North of Water Hole, and Green Branch, (except a piece fifteen  
chains wide off the east side which was sold to one William Porgan -  
deed is given to replace one from and to the same parties which has been  
lost or destroyed.

J. T. Worcester and Ruby

Worcester, his wife,

John W. Johnson,

Warranty Deed;

No;

November 20, 1929;

Same date;

Notary Public, Baldwin Co., Ala.

Married;

Yes;

Same officer;

November 27, 1929;

Deed 48 NS 197-8.

Yes;

-----

Yes;

1.00 & other

Yes.

None.

All that real property in Baldwin County, State of Alabama, described as follows: Begin at the NW corner of Sec. 13, T. 7 S., R. 2 E., and run 1000 ft. E. to a pipe driven by the side of a fence post, thence S. 278 ft. to Water hole branch to a gum tree marked by three hacks on the N. side of the tree and a pipe driven down by the stump on said tree, thence westerly along the margin of said branch to the intersection of the W. line of Sec. 13; thence N. 80 ft. to the point of beginning; containing approximately 4 acres . . . . .

J T Worcester and

Ruby Worcester,

husband and wife,

Baldwin County Building

and Loan Association, a

corporation.

Mortgage.

April 17 1930.

April 17 1930.

NP Baldwin Co Ala., (S)

April 22 1930.

Mtg.

48

278-280.

1200.00

Not stated.

separate Acknowledgment of wife, same  
officer, same date, (S).

all that real property in Baldwin County, Alabama, and described as follows, to-wit: The Southeast quarter (SE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section Twelve (12), Township seven (7) South, Range two (2) East; Lots one (1) to ten (10) inclusive in each of blocks fifty one (51), fifty two (52), and fifty three (53) according to map of River Park, on record in office of Judge of Probate, Baldwin County Alabama, in book "U" pages 198-199 thereof; Also all that portion of Section thirteen (13) Township seven (7) south, Range two (2) East, which lies West of Fish River and North of water Hole and Green Branch, (excepting therefrom a piece fifteen (15) chains wide off east side which was sold to one William Dorgan and excepting also following: Begin at Northwest corner said Section thirteen (13), run 1000 feet to water Hole branch to gum tree marked by three (3) hacks on North side of tree and a pipe driven by stump of said tree thence westerly along margin of said branch to intersection of west line Section 13; thence North 80 feet to point of beginning, containing approximately four (4) acres.)

Foreclosure Deed:

J. T. Worcester and Ruby  
Worcester, by Lloyd A. Magney,  
their attorney, and Lloyd A.  
Magney,

No;  
April 14, 1931;  
Same date;  
N. P. Baldwin County, Ala.

Baldwin County Building & Loan

April 20, 1931;  
50 NS 429-31.  
Yes;

Association,

Yes;  
1320.87;

All that real property in Baldwin County, Alabama, and described as follows, to-wit: The Southeast quarter (SE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section Twelve (12), Township seven (7) South, Range two (2) East; Lots one (1) to ten (10) inclusive in each of blocks fifty one (51), fifty two (52), and fifty three (53) according to map of River Park, on record in office of Judge of Probate, Baldwin County, Alabama, in book "U" pages 198-199 thereof; Also all that portion of Section thirteen (13) Township Seven (7) south, Range two (2) East, which lies West of Fish River and North of Water Hole and Green Branch (excepting therefrom a piece fifteen (15) chains wide off east side which was sold to one William Dorgan and excepting also following: Begin at Northwest corner said Section thirteen (13), run 1000 feet East to a pipe driven by the side of fence post, thence South 278 ft. to Water Hole Branch to a gum tree marked by three hacks on the North side of tree and a pipe driven by the stump of said tree; thence Westerly along the margin of said branch to the intersection of the West line of said Section 13; thence North Eighty (8) feet to the point of beginning, containing approximately 4 acres.

RECITES: Whereas, J. T. Worcester and Ruby Worcester did by their mortgage dated April 17, 1930, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in 148 Mtg., pages 278-280;

Whereas, there has been such default and notice has been published and a sale made, all as more particularly appears in and by the affidavits hereto subjoined.

J. T. Worcester and Ruby  
Worcester, his wife,

Bank of Fairhope,

Mortgage;  
November 10, 1930;  
Same date;  
N.P. Baldwin County, Ala. Seal;  
December 15, 1930;  
Mtg. 48 590-1.  
350.00;

The following described real estate lying and being situated in Baldwin County, Alabama, to-wit: All that portion of Section 13, Township 7 South, Range 2 East, which lies West of Fish River and North of Waterhole and Green Branch, except 15 chains off the East side sold to W. M. Dorgan by Geo. H. Hoyle and 4 acres from the Southwest corner sold to J. W. Johnson by J. T. Worcester, leaving approximately 40 acres, and the Southeast quarter of the Southeast quarter of Section 12, Township 7 South, Range 2 East, containing 40 acres, and Northeast quarter of Southeast quarter of Section 12, Township 7 South, Range 2 East, together with all improvements of every nature.



MORTGAGE ASSIGNMENT.

STATE OF ALABAMA.  
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Three Hundred Fifty (\$350.00) Dollars to it in hand paid by Miss Rosa Worcester, the Bank of Fairhope hereby sells, assigns and transfers to the said, Rosa Worcester, a certain Mortgage executed by J. W. and Ruby Worcester on November 10th, 1930 and recorded in Mortgage Book No. 48 on Page 590 and 591 in the office of the Judge of Probate in Baldwin County, State of Alabama, with the note accompanying the same for her use and benefit, hereby authorizing her to collect the money due on the same in its name or otherwise, but at her own expense. Covenantee that the sum of Three Hundred Fifty (\$350.00) Dollars is now due on the same, extension of said note having been granted until October 1, 1932 and interest paid thereon.

IN WITNESS WHEREOF, the Bank of Fairhope, a Corporation, has caused these presents to be executed by M. F. NORTHROP, as its President and attested by KIRBY WHARTON, as its Cashier on this the 24th day of September, 1932.

BANK OF FAIRHOPE

By M. F. Northrop  
As Its President.

(Corp. Seal)

Affix Corporate Seal.

Attest: Kirby Wharton  
As Its Cashier.

Acknowledged before Notary Public, Baldwin County, Alabama,  
September 24, 1932.

Filed November 29, 1933.

J. T. Worcester and Ruby  
Worcester, man and wife,

Rosa Worcester,

Mortgage;  
October 9, 1931;  
Same date;  
N.P. Baldwin County, Ala.  
December 4, 1931;  
Mtg. 53 36-7;  
1265.15

All the real property described as follows:

All that portion of Section 13, Township 7 South, Range 2 East, which lies West of Fish River and North of Waterhole and Green Branch, except 15 chains from the East side previously sold to William Dorgan, containing about 45 acres; also Southeast quarter of Southeast quarter of Section 12, Township 7 South, Range 2 East, Baldwin County, Alabama.

This mortgage is given in the place and lieu of the mortgage for the amount above given and the same security and signed by J. T. and Ruby Worcester in favor of Rosa Worcester, dated about September 1, 1928, the same was either lost, misplaced or stolen, hereby cancelling former mortgage,

Baldwin County Building & Loan  
Association, a corporation, by  
O. K. Cummings, Pres., Chas. G.  
Hoiles, Acting Sec. Treas. (Corp.  
Seal)

Warranty Deed;

No;

November 28, 1933;

Same date;

N.P. Baldwin County, Ala.

-----

-----

See below;

Rosa Worcester,

-----  
Yes;

1320.87

Southeast quarter of the Southeast quarter of Section 12,  
Township 7 South, Range 2 East; Lots 1 to 10 inclusive in each of  
Blocks 51, 52 and 53, according to map of River Park on record in  
the office of the Judge of Probate of Baldwin County, Alabama, in  
Book "U", pages 198-199 thereof; also all that portion of Section 13,  
Township 7 South, Range 2 East, which lies West of Fish River and  
North of Water Hole and Green branch, excepting therefrom a piece of  
15 chains wide off the east side which was sold to one William Dorgan,  
and excepting also the following: (Beginning at the NW corner of said  
Section 13 and run 1000 ft. East to a pipe driven by the side of fence  
post; thence South 278 ft. to Water Hole Branch to a gum tree marked  
by three hacks on North side of tree and a pipe driven by the stump of  
said tree; thence Westerly along the margin of said branch to the in-  
tersection of the West line of said Section 13; thence North 80 ft. to  
point of beginning, containing approximately 4 acres.

Not recorded. Held by Baldwin County Bank, Bay Minette, Alabama, in  
escrow; to be delivered upon the payment of the balance of the pur-  
chase price of \$597.82.

Affidavit of Adverse Possession.

Alabama No.9.

STATE OF ALABAMA;  
COUNTY OF Baldwin.

Before me G. E. Perkins a Notary Public & Ex Of JP

in and for said State and County, personally appeared J W Johnson

and Harry H. Parker who are known to me to be creditable persons,  
who on oath say as follows:

That they are 58 and 45 years old, respectively; that they are familiar with the ownership and possession of the following described lands situated in said State and County, to-wit: The Southeast quarter (SE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section Twelve (12), township seven (7) south, Range two (2) East; Lots one (1) to ten (10) inclusive in each of blocks fifty one (51), fifty two (52), and fifty three (53) according to map of River Park, on record in office of Judge of Probate, Baldwin County Alabama, in book "U" pages 198-199 thereof Also all that portion of Section thirteen (13) township seven (7) south, Range two (2) East, which lies west of Fish River and North of Water Hole and Green Branch, (excepting therefrom a piece fifteen (15) chains wide off east side which was sold to one William Dorgan and excepting also following: Begin at Northwest corner said Section thirteen (13), run 1000 feet to Water Hole branch to gum tree marked by three (3) hacks on North side of tree and a pipe driven by stump of said tree thence westerly along margin of said branch to intersection of west line Section 13; thence North 80 feet to a point of beginning, containing approximately four (4) acres.)

That Rosa Worcester now owns and is in the open, peaceable, undisturbed adverse possession of the said land, holding the same against the world; that she and those under whom she holds said land, have exercised and openly asserted ownership over and have been in continuous possession of same for 29 years; that to the affiant's knowledge there are no outstanding claims against said property adverse to or inconsistent with the ownership of said property as now claimed and asserted by the said Rosa Worcester.

J W Johnson.

Harry H Parker.

Sworn to and subscribed before me this 20th day of November, 1933.

(S)

G. E. Perkins

NP & Ex Of. JP., Baldwin County, Alabama.

T A X E S

1928. Tax Assessor's Book Vol. 2, page 175, W. A. Murphey #1, Assessment #752. Lots 1 to 10, Blk. 51; Lots 1 to 10 Blk. 52; Lots 1 to 10 Blk. 53, & Lots 1 to 10 Blk. 54 (and other land), all in River Park, Sec. 13, T. 7 S., R. 2 E.

MARKED PD.

1928. Tax Assessor's Book Vol. 2, page 199, J. T. Worcester #1, Assessment #1224. All that portion of Sec. 13, T. 7 S., R. 2, which lies West of Fish River, and N. of Water hole and Green Branch except a piece 15 chs. wide off E. side sold Wm. Dorgan, Sec. 13, T. 7 S., R. 2.

MARKED PAID.

1928. Tax Assessor's Book Vol. 2, page 199, J. T. Worcester #2, Assessment #1225. SE $\frac{1}{4}$  of SE $\frac{1}{4}$  Sec. 13, T. 7 S., R. 2.

MARKED PD.

1929. Tax Assessor's Book Vol. 2, page 177, W. A. Murphey, Assessment #727. Lots 1 to 10, Blk. 51; Lots 1 to 10 Blk. 52; Lots 1 to 10 Blk. 53 (and other land), all in River Park, Sec. 13, T. 7 S., R. 2 E.

MARKED PD.

1929. Tax Assessor's Book Vol. 2, page 202, J. T. Worcester, Assessment #1178. All that portion Sec. 13, T. 7 S., R. 2, which lies W. of Fish River & N. of Waterhole & Green Branch except a piece 15 chs. wide off E. side sold Wm. Dorgan, Sec. 13, T. 7 S., R. 2. SE $\frac{1}{4}$  of SE $\frac{1}{4}$  S. 13-T-7-R-2- 40 acres;  
Lots 1 to 10 incl. Blk. 51 )  
Lots 1 to 10 incl. Blk. 52 ) River Park.  
Lots 1 to 10 incl. Blk. 53 )

MARKED PD.

1930. Tax Assessor's Book Vol. 2, page 181, J. T. Worcester, Assessment #1156. All that portion Sec. 13, T. 7 S., R. 2, which lies W. of Fish River & N. of Waterhole & Green Branch except a piece 15 chs. wide off E. side sold Wm. Dorgan, Sec. 13, T. 7 S., R. 2. SE $\frac{1}{4}$  of SE $\frac{1}{4}$  S. 13-T-7-R-2- 40 acres;  
Lots 1 to 10 incl. Blk. 51 )  
Lots 1 to 10 incl. Blk. 52 ) River Park.  
Lots 1 to 10 incl. Blk. 53 )

MARKED PD.

1931. Tax Assessor's Book Vol. 2, page 191, J. T. Worcester, Assessment #1207. All that portion Sec. 13, T. 7 S., R. 2, which lies W. of Fish River & N. of Waterhole & Green Branch except a piece 15 chs. wide off E. side sold Wm. Dorgan, Sec. 13, T. 7 S., R. 2. SE $\frac{1}{4}$  of SE $\frac{1}{4}$  S. 13-T-7-R-2- 40 acres;  
Lots 1 to 10 incl. Blk. 51 )  
Lots 1 to 10 incl. Blk. 52 ) River Park.  
Lots 1 to 10 incl. Blk. 53 )

MARKED PD.

1952. Tax Assessor's Book Vol. 2, Beat 10, Rose & Olive Worcester #2, Assessment #1219. All that portion of Sec. 15-78-2 which lies W. of Fish River and N. of Water hole and Green branch except 15 chs. from E. side sold to Wm. Dorgan and 4 acres on W. side sold to John Johnson, S-13-T7-R. 2 60 acres.  
SE $\frac{1}{4}$  of SE $\frac{1}{4}$  S-13-T-7-R-2- 40 acres.  
Lots 1 to 10 incl. Blk. 51 )  
Lots 1 to 10 incl. Blk. 52 ) River Park.  
Lots 1 to 10 incl. Blk. 53 )

MARKEED PD.

1953. Tax Assessor's Book Vol. 2, Beat 10 P-2, Rose & Olive Worcester, Assessment #1515. All that portion of Sec. 15-78-2 which lies W. of Fish River and N. of Water hole and Green branch except 15 chs. from E. side sold to Wm. Dorgan and 4 acres on W. side sold to John Johnson, S-13-T7-R. 2 60 acres.  
SE $\frac{1}{4}$  of SE $\frac{1}{4}$  S-13-T-7-R-2- 40 acres.  
Lots 1 to 10 incl. Blk. 51 )  
Lots 1 to 10 incl. Blk. 52 ) River Park.  
Lots 1 to 10 incl. Blk. 53 )

NOT MARKEED PD.

ROSA WORCESTER

FAIRHOPE, ALA.,

SE $\frac{1}{4}$  of NE $\frac{1}{4}$       12      7s      2e.

3	United States	George B. Sherwin	3/5/58	SE $\frac{1}{4}$ of NE $\frac{1}{4}$
7	U.S. Map			Section 12.
8	United States	George B. Sherwin	2/1/60	SE $\frac{1}{4}$ of NE $\frac{1}{4}$
12	G.E. Sherwin & wife	F.J. McCoy	4/7/58	SE $\frac{1}{4}$ of NE $\frac{1}{4}$
	wife	Baldwin County Bld.		
94	J T Worcester &	& Loan Co.	4/14/58	Block 51.
	J T Worcester &	Baldwin County Bld.		
95	wife	& Loan Co.	4/14/31	Block 51.
	J T Worcester &	Bank of Fairhope		
96	wife		11/10/30	Same.
97	Bank of Fairhope	Rosa Worcester	9/24/32	Same.
	Baldwin County Bld.			
99	& Loan Co.	Rosa Worcester	11/23/33	Same.
	Affidavit. JW John-			
100	son & HHParker	Rosa Worcester	11/20/33	Same.
101	Taxes			Same. (All Land)
102	Taxes			Same (All Land)

FAIRHOPE, ALA.,

ROSA WORCESTER,

NE $\frac{1}{4}$  of SE $\frac{1}{4}$

12

7S

2E.

2	Abstractor's Map	showing		All land.
4	United States	Frank J McCoy	1/17/55	NE $\frac{1}{4}$ of SE $\frac{1}{4}$
7	U.S. Map			section 12.
9	United States	Frank J. McCoy	3/1/59	NE $\frac{1}{4}$ of SE $\frac{1}{4}$
10	Isaac H Benners	Frank J McCoy	5/18/58	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$
14	Harriet Benners	Frank J McCoy	5/28/58	Same.
15	Affidavit Fannie W. McCoy	Frank J McCoy	2/18/99	Same.
16	Affidavit Jas A Carney	Frank J McCoy	11/20/22	Same.
17	NOTE. No conveyance to James B. Smith			Same.
18	<del>James B Smith</del> McCoy	Franklin J McCoy	10/24/60	Same.
19	James B Smith	George M Bonner	5/1/66	Same.
20	Jas B Smith Franklin J McCoy Vs. George M Bonner		2/5/67	Same.
21	NOTE. No decree of record in Baldwin Co. of said case.			Same.
22	James B Smith and George M Bonner	by Reg. to Caleb Price.	4/1/67	Same. See pg. 20
23	Caleb Price and wife	Hugh Munroe.	2/2/75	Same.
24-25-		Coeyman Holcombe		
26-27	Hugh Munroe	& Mary Redwood.	5/29/82	Same.
28	Andrew (Coeyman) Holcombe	Jane F Holcombe	2/16/91	Same.
29	NOTE. No proceedings in Baldwin Co. Ala.			Same.



SE $\frac{1}{4}$  of NE $\frac{1}{4}$ 

12

7S

2E.

NE $\frac{1}{4}$  of SE $\frac{1}{4}$ 

30	Frank J McCoy & wife	Jane F Holcombe & Mary L Redwood.	5/12/92	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of SE $\frac{1}{4}$
31	Affidavit Alice D Redwood	Coyeman Holcombe	2/17/99	Same.
32	Affidavit. Alice D Redwood	Coyeman Holcombe & others	7/5/99	Same.
33-34		Alice D Redwood & bräthers	4/11/92	Same.
35-36	Mary L Redwood			
37	Charles C Redwood, Alice D Redwood, Jane F Holcombe	Dan W Clark	4/2/92	Same.
	Affidavit.			
38	J.M. Henderson	Chas. Redwood	7/29/99	Same.
	Affidavit.	Charles C Redwood		
39	Mrs.V.C. Lea	et al	11/20/33	Same.
40	Dan W Clark			
	& wife	W W Jordan	8/27/94	Same.
41	W W Jordan & wife	C C Mechem	5/14/92	Same.
42	C C Mechem	Dan W Clark	8/27/94	Same.
43	Dan W Clark & wife	W W Jordan	1/31/95	Same.
44	W W Jordan & wife			
		E R Grant, Trustee	5/31/95	Same.
45	E R Grant, Trustee	River Park Fruit Company	6/1/95	Same.
46	Incorporation	River Park Fruit Company	9/9/05	Same.
	Affidavit.	River Park Fruit Company		
47	Norman J Colman		2/21/99	Same.
	Affidavit.	River Park Fruit Company		
48	Edward Morrison		12/3/98	Same.
	Affidavit.	River Park Fruit Company		
49	Norman J Colman		4/6/00	Same.

105

SE $\frac{1}{4}$  of NE $\frac{1}{4}$  12  
NE $\frac{1}{4}$  of SE $\frac{1}{4}$

7S

2E.

50	Map of	River Park Fruit	6/11/99	Section 12.
51	River Park Fruit	Company Land.		Blocks 51-52-53
52	Company	Samuel White.	11/18/10	River park.
53	Lease.	Stapleton Bros.	1/_/11	Same.
54	Samuel White			
55	Samuel White &	W A Murphy	2/28/1911	Same.
56	wife			
57	Samuel White &	W A Murphy	3/4/13	Same.
58	wife			
59	W A Murphy &	J T Worchester	11/7/29	Same.
60	wife			
61	W A Murphy &	J T Worchester	2/19/30	Same.
62	wife			
63	J T Worchester &	Baldwin County Bld.		
64	wife	& Loan Co.	4/12/30	Blocks 51-52-53.
65	J T Worchester &	Baldwin County Bld.		
66	wife	& Loan Co.	4/14/31	Same.
67	J T Worchester &			
68	wife	Bank of Fairhope	11/10/30	Same.
69				
70	Bank of Fairhope	Rosa Worchester	9/24/32	Same.
71	Baldwin County Bld.			
72	& Loan Co.	Rosa Worchester	11/28/33	Same.
73	Affidavit. JWJohnson			
74	& HHParker	Rosa Worchester	11/20/33	Same.
75				
76	Taxes			Same. (all land)
77	Taxes.			Same.(all land)

SE $\frac{1}{2}$  of SE $\frac{1}{2}$  12

7s

SE.

5	United States	Oswald Foster	5/23/01	SE $\frac{1}{2}$ of SE $\frac{1}{2}$
7	U.S. Map			Section 12.
10	United States	Oswald Forster.	7/6/08	SE $\frac{1}{2}$ of SE $\frac{1}{2}$ <span style="border: 1px solid black; padding: 2px;">HAYE</span>
57	wife Oswald Forster &	Owen George Colt- man	3/3/10	same.
58	Owen George Colt- man & wife	Oswald Forster & wife	3/3/10	same.
59	Oswald Forster & wife	Owen George Colt- man	2/16/11	same.
60	Owen George Colt- man & wife	Owen George Colt- man	6/28/12	same.
61	Oswald Forster & wife	Owen George Colt- man	12/9/10	same.
62	Owen George Colt- man & wife	Owen George Colt- man	12/9/10	same.
63	Oswald Forster & wife	Owen George Colt- man	2/2/11	same.
64	Owen George Colt- man & wife	Nellie C Stephens	12/9/10	same.
65	Nellie C Stephens & Husband	John Fleming	6/27/12	same.
66	Nellie C Stephens & Husband	John Fleming	10/23/17	same.
67	Nellie C Stephens	State of Alabama	/16	same.
68	Nellie C Stephens	State of Alabama	6/1/17	same.
69	State of Alabama	John Fleming	4/30/18	same.
70	John Fleming	Gust Fisher	2/7/22	same.
71	Gust Fisher	Nellie G Berry	10/13/22	same.
72	Nellie G Berry & and husband	J T Worcester	10/26/27	same.

SE $\frac{1}{4}$  of SE $\frac{1}{4}$ 

12

7S

SE.

94	J T Worchester & wife	Baldwin County Bld. & Loan Co.	4/17/30	SE $\frac{1}{4}$ of SE $\frac{1}{4}$
95	J T Worchester & wife	Baldwin County Bld. & Loan Co.	4/14/31	Same.
96	J T Worchester & wife	Bank of Fairhope	11/10 30	Same.
97	Bank of Fairhope	Rosa Worchester	9/24/32	Same.
98	J T Worchester & wife	Rosa Worchester	10/9/31	Same.
99	Baldwin County Bld. & Loan Co.	Rosa Worchester	11/28/33	Same.
100	Affidavit. JW John-son & HNParker	Rosa Worchester	11/20/33	Same.(All Land)
101	Taxes			Same.(All Land)
102	Taxes			Same.(All Land)

Lots 1,2,3,4,6,7,8,  
13

6	United States	D. Gordon, J. Morton Alex Morton	6/12/36	Lots 1,2,3,4,6,7, 8,
7	U.S. Map			Section 13.
11	United States	David Gordon, John Morton, Alex Morton	9/1/45	Lots 1,2,3,4,5, West f'l Sec 13- 537.92A.
73-74	John Morton & Alex Morton	David Gordon, Vs. Et al.	1/_/51	same.
75	Gordon, and Mor- ton by Reg.	Andrew H. Johnson	6/2/51	same.
76	A H Johnson	Tan Denton & Wanner Denton	3/10/82	The part of same N of Waterhole.
77	Wanner Denton	John Williams	1/24/98	same.
78	All heirs & heirs of Tan Denton	George H Hoyle	2/12/98	same.
79	John Williams	George H Hoyle	2/8/98	same.
80	Celia Denton & Chas. Denton	Charles Hall	2/14/98	same.
81	Heirs at law of Tan Denton	Charles Hall	2/15/98	same.
82	Dempsey Denton & wife	Charles Hall	2/16/98	same.
83	Charles Hall & wife	George H Hoyle	2/19/98	same.
84	State of Ala	George H Hoyle	2/2/99	same.
85	A H Johnson by Administrator	Bernard Stelzenmuller.	8/20/81	parts of Lots 2,3,4 in same 13.
86	George Stelzenmuller	William Stelzenmuller	4/25/95	same.
87	William Stelzenmuller	George H Hoyle	12/4/99	same.
88	Lease George H Hoyle	J A Evans	10/2/05	5 A. NE. cor of Lot 2

109

SE1 of SE1

12

7S

2E.

Lots 1,2,3,4,6,7,8,  
13

75

21.

89	George H Hoyle and wife	W W Worchester	2/19/12	Secs 13, N, of 4, Waterhole less 15 ch on E side.
90	Warren W Worchester	Elza Landes & wife	9/9/14	18 acres of same E of Green Branch
91	Elza Landes & wife	W W Worchester	9/30/16	Same.
92.	W W Worchester	J T Worchester	8/21/23	Sec. 13, N, of Waterhole less 15 ch on E side.
93	J T Worchester & wife	John W Johnson	11/20/29	1000 ft. off W end of tract
94	J T Worchester & wife	Baldwin County Bld. & Loan Co.	4/17/30	Sec. 13, N of Waterhole Less 15 ch, E side & 1000 ft off west side
95	J T Worchester & wife	Baldwin County Bld. & Loan Co.	4/14/31	Same.
96	J T Worchester & wife	Bank of Fairhope	11/10/30	Same.
97	Bank of Fairhope	Rosa Worchester	9/24/32	Same.
98	J T Worchester & wife	Rosa Worchester	10/9/31/	Same.
99	Baldwin County Bld. & Loan Co.	Rosa Worchester	11/23/33	Same.
100	Affidavit. JW John- son & HHParker	Rosa Worchester	11/20/33	Same. (All Land)
101	Taxes			Same. (All Land.
102	Taxes			Same (All Land)

ABSTRACTOR'S CERTIFICATE.

Baldwin.

ROSA WORCESTER,

102

Baldwin

I

I

Balance due, Deed Baldwin County Building & Loan Asso. to Rosa Worcester,

99

Taxes for the year 1933, due October 1st, 1933.

I

Bay Minette, Ala., 29th

November, 1933.

Harry H. Parker.



STATE OF ALABAMA  
COUNTY OF Baldwin.

Before me G. E. Perkins a Notary Public & EX OF JP  
in and for said State and County, personally appeared J. W. Johnson  
and Harry H. Parker who are known to me to be credible persons,  
who on oath say as follows:

That they are 58 and 45 years old, respectively, that they are familiar  
with the ownership and possession of the following described lands situated  
in said State and County, to-wit: The southeast  
quarter (SE<sup>1</sup>) of the Southeast quarter (SE<sup>1</sup>) of section Twelve (12), town-  
ship seven (7) south, Range two (2) East; Lots one (1) to ten (10) inclusive  
in each of blocks fifty one (51), fifty two (52), and fifty three (53) accord-  
ing to map of River Park, on record in office of Judge of Probate, Baldwin  
County Alabama, in book "U" pages 198-199 thereof Also all that portion of  
section thirteen (13) township seven (7) south, Range two (2) East, which  
lies west of Fish River and North of Water Hole and Green Branch, (except-  
ing therefrom a piece fifteen (15) chains wide off east side which was sold  
to one William Dorgan and excepting also following: Begin at Northwest cor-  
ner said section thirteen (13), run 1600 feet to Water Hole branch to gum  
stump of said tree thence westerly along margin of said branch to intersec-  
tion of west line Section 13; then to North 80 feet to a point of beginning,  
containing approximately four (4) acres.)

That Rosa Worcester now owns and is in the open, peaceable,  
undisturbed adverse possession of the said land, holding the same  
against the world; that she and those under whom she holds  
said land, have exercised and openly asserted ownership over  
and have been in continuous possession of same for  
29 years, that to the affiant's knowledge there are no  
outstanding claims against said property adverse to or inconsis-  
tent with the ownership of said property as now claimed and  
asserted by the said  
Rosa Worcester.

J. W. Johnson  
Harry H. Parker

Sworn to and subscribed before me this 20th day of November, 1933.

G. E. Perkins  
Notary Public, Baldwin County, Alabama.

(5)

ATTORNEY'S FIRST CERTIFICATE

BALDWIN

ROSA WORCESTER

HARRY H. PARKER

ROSA WORCESTER

BAY MINETTE, ALABAMA 29th NOVEMBER 1933.

Deebe & Hall  
By H M Hall.

Affidavit of Adverse Possession. Alabama No. 9.

STATE OF ALABAMA.  
COUNTY OF BALDWIN.

Before me G.E. Perkins a NOTARY PUBLIC & EX. OF JP  
in and for said State and County, personally appeared J.W. Johnson

and HARRY H. PARKER Who are known to me to be creditable persons,  
who on oath say as follows;

That they are 58 and 45 years old, respectively; that they are familiar with the ownership and possession of the following described lands situated in said State and County, to-wit; The Southeast quarter (SE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section (12), township seven (7) South, Range two (2) East, Lots (1) to ten (10) inclusive in each of blocks fifty one (51), fifty two (52), and fifty three (53) according to map of River Park, on record in office of Judge of Probate, Baldwin County Alabama, in book "U" pages 198-199 thereof Also all that portion of Section thirteen 9130 township seven (7) south, Range two (2) East, which lies West of Fish River and North of Water Hole and Green Branch, ( excepting therefrom a piece fifteen (15) chains wide off east side which was sold to one William Dorgan and excepting also following; Begin at Northwest corner said Section thirteen (13) run 1000 feet to Water Hole branch to gum tree marked by three (3) hacks on North side of tree and a pipe driven by stump of said tree thence westerly along margin of said branch to intersection of west line Section 13; thence North 80 feet to a point of beginning, containing approximately four (4) acres.)

That Rosa Worcester now owns and is in the open, peaceable, undisturbed adverse possession of the said land, holding the same against the world; that she and those under whom she holds said land, have exercised and openly asserted ownership and have been in continuous possession of same for 29 years; that to the affiant's knowledge there are no outstanding claims against said property adverse to or inconsistent with the ownership of said property as now claimed and asserted by the said Rosa Worcester.

J.W. Johnson.  
Harry H. Parker.

Sworn to and subscribed before me this 20th day of November, 1933.

(S)

G.E. Perkins  
NP. & EX OF JP. , Baldwin County, Alabama.

T R A N S F E R S      O F      T I T L E

Baldwin County Building & Loan Association, a corporation, by

O.K.Cummings, Pres., Chas. G Hoiles  
Acting Sec. Treas. (Corp. Seal)

GRANTOR

TO

Rosa Worcester.

CONSIDERATION: \$ 1320.87

## Is It Paid?

Kind of Conveyance Warrent Deed;

Any Reservation to Grantor No;

Date of Conveyance November 28, 1933;

Date of Acknowledgment Same Date;

Before Whom N.P. Baldwin County, Ala.

Grantor Married or Single \_\_\_\_\_

Separate Acknowledgment of Wife -----

Before Whom \_\_\_\_\_

Date of Filing for Record See below;

Recorded in \_\_\_\_\_ Book No. \_\_\_\_\_ Pg. \_\_\_\_\_

Dower or Homestead Conveyed Properly yes.

Is it Properly Indexed? yes.

Are Names of All Signers in Body  
of Conveyance:

WITNESS (

$$-O-O-O-O-O-O-O-O-O-O-O-O+O-O-O-O-$$
[illegible]

RECITES:

Southeast quarter of the Southeast quarter of Section 12, Township 7 South, Range w2 East; Lots 1 to 10 inclusive in each of Blacocks 51, 52 and 53, according to map of River Park on record in the office of the Judge of Probate of Baldwin County, Alabama, in Book "U", pages 198-199 thereof; also all that portion of Section 13, Township 7 South Range 2 East, which lies West of Fish River and North of Water Hole and Green branch, excepting therefrom a piece of 15 chains wide off the east side which was sold to one William Dorgan, and excepting also the following; ( Beginning at the NW. corner of said Section 13 and run 1600 ft. East to a pipe driven by the side of fence post; thence South 2 78 ft. to WaterHole Branch to a gum tree marked by three hacks on North side of tree and a pipe driven by the stump of said tree; thence Westerly along the margin of said branch to the intersection of the West line of said Section 13. thence North 80 ft, to point of beginning, containing approximately 4 acres.

Not recorded. Held by Baldwin County, Bank, Bay Minette, Alabama, in escrow; to be delivered upon the payment of the balance of the purchase price of \$597.82.

E N C U M B R A N C E S

J. T. Worcester and Ruby Worcester  
man and wife,  
  
  
TO GRANTOR  
Rosa Worcester.  
  
  
GRANTEE.

Kind of Encumbrance Mortgage;  
Date of Encumbrance October 9, 1931;  
Date of Acknowledgment Same Date;  
Before Whom N.P. Baldwin County, Ala.  
Date Filed for Record December 4, 1931  
Recorded in Mtg. 53 Book No. 53 pg. 36-1  
Consideration \$ 1265.15  
When due:

DESCRIPTION OF PROPERTY ENCUMBERED

All the real property described as follows.

All that portion of Section 13, Township 7 South, Range 2 East, which lies west of Fish River and North of Waterhole and Green Branch, except 15 chains from the East side previously sold to William Dorgan, containing about 45 acres; also Southeast quarter of Southeast quarter of section 12, Township 7 South, Range 2 East, Baldwin County, Alabama

This Mortgage is given in the place and lieu of the Mortgage for the amount above given and the same security and signed by J.T. and Ruby Worcester in favor of Rosa Worcester, dated about September 1, 1928, the same was either lost, Misplaced or stolen, hereby cancelling former Mortgage,

MORTGAGE ASSIGNMENT

STATE OF ALABAMA.  
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Three Hundred fifty (350.00) Dollars to it in hand paid by Miss Rosa Worcester, the Bank of Fairhope hereby sells, assigns and transfers to the said, Rosa Worcester, a certain Mortgage executed by J.W. and Ruby Worcester on November 10th, 1930 and recorded in Mortgage Book no. 48 on page 590 and 591 in the office of the Judge of Probate in Baldwin County, State of Alabama, with the note accompanying the same for her use and benefit, hereby authorizing her to collect the money due on the same in its name or otherwise, but at her own expense. Covenantee that the sum of Three Hundred Fifty (350.00) Dollars is now due on the same, extension of said note having been granted until October 1, 1932 and interest paid thereon.

IN WITNESS WHEREOF, the Bank of Fairhope, a Corporation, has caused these presents to be executed by M.F. Northrop, as its President and attested by KIRBY WHARTON, as its Cashier on this the 24th day of September, 1932.

( Corp. Seal)  
Affix Corporate Seal.

BANK OF FAIRHOPE

BY M.F. Northrop

as its President.

Attest; Kirby Wharton  
As its Cashier.

Acknowledged before Notary Public, Baldwin County, Alabama.  
September 24, 1932.

Filed November 29, 1933.



**THE UNIVERSITY OF CHICAGO PRESS**

DESCRIPTION OF PROPERTY ENCUMBERED

The following described real estate lying and being situated in Baldwin County, Alabama, to-wit; All that portion of Section 13, Township 7 South, Range 2 East, which lies West of Fish River and North of Water Hole and Green Branch, except 15 chains off the East side sold to W.M. Dorgan by Geo. H. Hoyle and 4 acres from the Southwest corner sold to J.W. Johnson by J.T. Worcester, leaving approximately 40 acres, and the Southeast quarter of the Southeast quarter of Section 12, Township 7 South, Range 2 East, containing 40 acres, and Northeast quarter of Southeast quarter of Section 12, Township 7 South, Range 2 East, together with all improvements of every nature.

## E N C U M B R A N C E S

J.T. Worcester and Ruby Worcester, Kind of Encumbrance Foreclosure Deed;  
by Lloyd A. Magney, their attorney, Date of Encumbrance No;  
and Lloyd A. Magney,  
GRANTOR Date of Acknowledgment April 14, 1931;  
TO Before Whom N.P. Baldwin County, Ala;  
Baldwin County Building & Loan Association, Date Filed for Record Same Date.  
GRANTEE. Recorded in 50 NS Book No. Pg. 429-31  
Consideration \$ 1320. 87;  
When due: -----

### DESCRIPTION OF PROPERTY ENCUMBERED

All that real property in Baldwin County, Alabama, and described as follows, to-wit: The Southeast quarter (SE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section Twelve (12), Township seven (7) South Range two (2) East; Lots (1) to ten (10) inclusive in each of blocks fifty one (51), fifty two (52), and fifty three (53) according to map of River Park, on record in Office of Judge of Probate, Baldwin County, Alabama, in book "U" pages 198-199 thereof; Also all that portion of section thirteen (13) Township Seven (7) South, Range two (2) East, which lies West of Fish River and North of Water Hole and Green Branch (excepting therefrom a piece fifteen (15) chains wide off east side which was sold to one William Dorgan and excepting also following; Begin at "northwest corner said Section thirteen (13), run 1000 feet East to a pipe driven by the side of fence post, thence South 278 ft. to Water Hole Branch to a gum tree marked by three hacks on the North side of tree and a pipe driven by the stump of said tree thence Westerly along the margin of said branch to the intersection of the West line of said Section 13: thence North Eighty (8) feet to the point of beginning, containing approximately 4 acres.

RECITES: Whereas, J.T. Worcester and Ruby Worcester did by their Mortgage dated April 17, 1930, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in 148 Mtg, . pages 278- 280;

Whereas, there has been such default and notice has been published and a sale made, all as more particularly appears in and by the affidavits hereto subjoined.



E N C U M B R A N C E S

<u>J. T. Worcester and</u>	Kind of Encumbrance <u>Mortgage,</u>
<u>Ruby Worcester,</u>	Date of Encumbrance <u>April 17 1930.</u>
<u>husband and wife.</u>	Date of Acknowledgment <u>April 17 1930.</u>
GRANTOR	Before Whom <u>N.P. Baldwin Co Ala., (S)</u>
TO	Date Filed for Record <u>April 22 1930.</u>
<u>Baldwin County Building and</u>	Recorded in <u>Mtg.</u> Book No. <u>48</u> pg. <u>278-280</u>
<u>Loan Association, a Corporation.</u>	Consideration <u>\$1200.00</u>
GRANTEE.	When due: <u>Not stated.</u>

DESCRIPTION OF PROPERTY ENCUMBERED

Separate acknowledgement of wife, same Officer,  
same date, (S ).

All that real property in Baldwin County, Alabama, and described as follows, to - wit: the Southeast quarter (SE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section Twelve (12), Township seven (7) South Range two (2) East; Lots one (1) to ten (10) inclusive in each of blocks fifty one (51), fifty two (52), and fifty three (53) according to map of River Park, on record in Office of Judge of Probate, Baldwin County Alabama, in book "U" pages 198-199 thereof; Also all that portion of section thirteen (13) Township seven (7) South, Range two (2) East, which lies west of Fish River and North of Water Hole and Green Branch, (excepting therefrom a piece fifteen (15) chains wide off east side which was sold to one William Dorgan and excepting also following; Begin at Northwest corner said Section thirteen (13), run 1000 feet to Water Hole branch to gum tree marked by three (3) hacks on north side of tree and a pipe driven by a stump of said tree thence westerly along margin of said branch to intersection of west line Section 13: thence North 80 feet to point of beginning, containing approximately four (4) acres.)

# T R A N S F E R S      O F      T I T L E

<u>J.T. Worcester and Ruby</u>	Kind of Conveyance <u>Warrenty Deed.</u>
<u>Worcester, his wife,</u>	Any Reservation to Grantor <u>No.</u>
<u>GRANTOR</u>	Date of Conveyance <u>November 20, 1929</u>
<u>TO</u>	Date of Acknowledgment <u>Same Date.</u>
<u>John W. Johnson,</u>	Before Whom <u>Notary Public, Baldwin Co. Al</u>
	Grantor Married or Single <u>Married.</u>
	Separate Acknowledgment of Wife <u>yes</u>
	Before Whom <u>Same Officer:</u>
	Date of Filing for Record <u>November 27, 1929</u>
	Recorded in <u>Deed</u> Book No. <u>42</u> Pg. <u>197-8</u>
	Dower or Homestead Conveyed <u>Properly yes.</u>
CONSIDERATION: <u>\$1.00 &amp; other</u>	Is it Properly Indexed? <u>-----</u>
Is It Paid? <u>yes</u>	Are Names of All Signers in Body
	WITNESS( <u>None.</u> of Conveyance: <u>yes</u>
	<u>-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-</u>
	<u>D E S C R I P T I O N</u>

## RECITES:

All that real property in Baldwin County, State of Alabama, described as follows; Begin at the NW. corner of Sec. 12, T.7 S. R. 2 E.. and run 1000 ft. E. to a pipe driven by the side of a fence post, thence S. 278 ft. E. to Water hole branch to a gum tree marked by three hacks on the N. side of the tree and a pipe driven down by the stump on said tree, thence westerly along the Margin of said branch to the intersection of the W. line of Sec. 13: thence N. 80 ft. to the point of beginning; containing approximately 4 acres....

# T R A N S F E R S      O F      T I T L E

W.W. Worcester,

GRANTOR

TO

J. T. Worcester.

CONSIDERATION: \$ 1.00 and other

Is It Paid? Yes

Kind of Conveyance Warranty Deed.

Any Reservation to Grantor None.

Date of Conveyance August 21 1923.

Date of Acknowledgment August 21 1923.

Before Whom NP Baldwin Co. Ala.

Grantor Married or Single Single.

Separate Acknowledgment of Wife ----

Before Whom -----

Date of Filing for Record July 7 1925

Recorded in Deed Book No. 36ns Pg. 348.

Dower or Homestead Conveyed Yes.  
Properly Yes.

Is it Properly Indexed? Yes.

Are Names of All Signers in Body Yes,  
of Conveyance: Melville,

WITNESS( Alex J. Melville,

-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-

## D E S C R I P T I O N

RECITES: " All the real property in Baldwin County described as follows:  
All that portion of Section Thirteen (13), Township Seven (7) South, of  
Range Two (2) East, in Baldwin County, Alabama, which lies West of Fish River  
and North of Water Hole, and Green Branch, ( except a piece fifteen ahains  
wide off the east side which was sold to one William Dorgan- deed is given  
to replace one from and to the same parties which has been lost or destroyed.

# T R A N S F E R S      O F      T I T L E

Elza Landes and

Rosina Landes, his wife,

GRANTOR

TO

W.W.Worcester

Kind of Conveyance Quit Claim Deed.

Any Reservation to Grantor None.

Date of Conveyance September 30 1916.

Date of Acknowledgment September 30 1916.

Before Whom N.P. Mobile Co. Ala.(S)

Grantor Married or Single Married.

Separate Acknowledgment of Wife No.

Before Whom -----

Date of Filing for Record October 9 1916

Recorded in Deed Book No 25ns Pg 225-226.

Dower or Homestead Conveyed

Properly Yes

CONSIDERATION: \$ 75.00

Is it Properly Indexed? No.

Is It Paid? yes.

Are Names of All Signers in Body

of Conveyance: yes

WITNESS(

-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-

## D E S C R I P T I O N

RECITES: " All that real property in Baldwin County, Alabama , described as follows,  
towit:

All that portion of section Thirteen in Township Seven South, of Range To East, except fifteen chains wide off the east side, sold by Geo. H. Hoyle to William Dorgan, leaving the amount herein conveyed, eighteen acres, more or less, and being the same land conveyed to the grantors herein by the said W.W.Worcester in deed dated September 9th., 1914.

T R A N S F E R S      O F      T I T L E

Warren W. Worcester,  
widower,

GRANTOR

TO

Elza Landes and

Rosina Landes, his wife.

CONSIDERATION: \$ 500.00

Is It Paid? no

Kind of Conveyance Deed with Vendor's lien

Any Reservation to Grantor Vendors lien Re  
served

Date of Conveyance September 9 1914.

Date of Acknowledgment September 9 1914.

Before Whom N.P. Baldwin Co Ala. (S)

Grantor Married or Single Single.

Separate Acknowledgment of Wife ----

Before Whom \_\_\_\_\_

Date of Filing for Record September 11, 1914

Recorded in Deed Book No. 22ns Pg. 296-297.

Dower or Homestead Conveyed Properly Yes.

Is it Properly Indexed? Yes.

Are Names of All Signers in Body  
of Conveyance: yes.

WITNESS (

-○-○-○-○-○-○-○-○-○-○-○-○-○-○-○-

## DESCRIPTION

RECITES: "All that real property in Baldwin County, Alabama, described as follows, to-wit:-- All that portion of Section Thirteen (13) in Township Seven (7) South, of Range Two (2) East which lies East and North of Green Branch, except a piece fifteen cahins wide off the East side, which was sold to William Dorgan; leaving the amount herein conveyed Eighteen acres, more or less.

Recites;- "Witnesseth, That the said party of the first part for and in consideration of One Hundred Dollars to him in hand paid by the parties of the first part, the receipt of which is hereby acknowledged, and for the further sum of Four Hundred Dollars, with interest at the rate of six per cent per annum, to be paid, as shown by eight promisory notes of even date herewith, made by said Elza Landes and wife, payable to the order of W.W.Worcester at the Bank of Mobile, Mobile, Ala., one, two, three, four, five, six, seven, and eight years after date, with interest, has bargained and sold,-- etc.,.

( Signed ) W.W.Worcester.



# T R A N S F E R S      O F      T I T L E

George H. Hoyle and

Evie D. Hoyle, his wife,

GRANTOR

TO

W W Worcester.

CONSIDERATION: \$ 600.00

Is It Paid? yes.

Kind of Conveyance Warrenty Deed.

Any Reservation to Grantor None

Date of Conveyance February 19. 1912.

Date of Acknowledgment February 19 1912.

Before Whom N.P. Baldwin Co, Ala. (S)

Grantor Married or Single Married.

Separate Acknowledgment of Wife no.

Before Whom -----

Date of Filing for Record March 19 1912

Recorded in Deed Book No. 198 Pg. 80

Dower or Homestead Conveyed Yes  
Properly

Is it Properly Indexed? no.

Are Names of All Signers in Body Yes.  
of Conveyance: -----

WITNESS( -----

-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-

## D E S C R I P T I O N

RECITES: " All that teal property in Baldwin County, Alabama, described as follows, towit;- All that portion of Section Thirteen (13) in Township Seven (7) South, of Range Two(2) East which lies west of Fish River and North of Water Hole and Green Branch ( except a piece fifteen chains wide off the East side, which was sold to William Dorgan) containing sixty acres, more or less.

Recites;- It being understood that the said Willian Dorgan shall have a right of way sufficient to move his timber over the land east of Green branch herein conveyed. from the land heretofore sold to him adjoining the tract herein conveyed.

This lease, made the 2nd day of October, 1905, between George H. Hoyle party of the first part, and J.A. Evans, party of the second part, witnesseth, That the said party of the first part for and in consideration of the sum of fifteen dollars to him in hand paid, and the further sum of sixty dollars to be paid on or before Sept. 1st, 1906 has this day leased to the said J.A. Evans for a term of five years from this date the following described land in Baldwin County, Ala., - to-wit. Beginning at a stake, the North east corner of the N W 1-4 of N E 1-4 of Sec, 13. Tp 7 S R 2 E it being the S W corner of the Foster Homestead: Running thence East, two hundred feet to a stake; thence South four hundred feet to a stake; thence West to the creek known as Waterhole: thence up the meanderings of said creek to the North line of said section thirteen; thence East to the place of beginning, containing five acres, more or less. Said land to be used as site for a turpentine still and for dwelling sites for the operators & hands engaged in the business and any necessary uses connected with said business. Said second party being permitted to cut such trees as are needed in building houses on the lands or clearing for garden or gardens on the payment of five cents each for each tree so cut: but he must cut no oak trees, And shall use due care not to unnecessarily damage the landings or waterway connected with said property it is also understood that, during the term of this lease, thirty feet of the north side of said lot shall be left free for a common highway-

Witness my hand and seal this 2nd day of October, 1905.

( Signed) George H. Hoyle (Seal)

Witnesses:

Daisy D. Batre

Evie D. Hoyle.

Filed for record Nov, 9th, 1905 at 8 A.M.

Recorded in Deed Book #9 NS, page 483.

Note. This lease is not cancelled on the record but the abstracter has personal knowledge that Evans transferred this lease to N.D. Montgomery who turned it over to W.H. Stapleton, who gave it up for the consideration of being allowed to remove some buildings from the land.

# T R A N S F E R S      O F      T I T L E

William Stelzenmuller

Kind of Conveyance Quit Claim Deed

Any Reservation to Grantor None

Date of Conveyance December 4 1899.

GRANTOR

Date of Acknowledgment Decenber 4 1899

TO

Before Whom Judge Probate Baldwin Co. Ala.

George H. Hoyle.

Grantor Married or Single Dosent St ate

Separate Acknowledgment of Wife \_\_\_\_\_

Before Whom Judge Probate Baldwin Co. Ala

Date of Filing for Record Dec. 7 1899.

Recorded in Deed Book No. 1 pg. 470-471

Dower or Homestead Conveyed Yes  
Properly Ye s

CONSIDERATION: \$ 15.00

Is it Properly Indexed? no

Is It Paid? Yes.

Are Names of All Signers in Body  
of Conveyance: Yes

WITNESS( None

-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-o-

## D E S C R I P T I O N

### RECITES:

" All that real property in Baldwin county, Alabama, described as follows, to - wit: parts of Lots 2, 3 & 4 S c. 13 Tp 7 S R 2 E. Being the same land sold to B. Stelzenmuller by Jno McDuffee, Admr. of estate of A.H. Johnson on Aug. 20th. 1881, recorded in Book M. pp 227. Baldwin County records

Signed:- WM Stelzenmuller.

NOTE, George Stelzenmuller & William Stelzenmuller are sons and heirs of Bernard Stelzenmuller, deceased.



1900

S U P P L E M E N T A L  
A B S T R A C T  
O F  
T I T L E  
T O

The South Half ( $S\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Twelve (12), Township Seven (7) South of Range Two (2) East, containing twenty acres more or less, in Baldwin County, Alabama.

ABSTRACT NUMBER 1635

Compiled by

FAIRHOPE TITLE & SURVEY COMPANY

Fairhope, Alabama

for

Archie E. Wilda Moore  
By request of Rickary & Rickarby  
Fairhope Alabama

INSTRUMENT: Warranty Deed  
DATED: 26 November, 1951  
FILED:

RECORDED Deed Book 173, Pp. 323-4

ACKNOWLEDGED: See below

RECITES:

STATE OF ALABAMA )

COUNTY OF BALDWIN)

KNOW ALL MEN BY THESE PRESENTS, That we,  
Mary S. Dixon and Lorenzo Dow Dixon, July 6,  
1922, her husband deceased, Herman Schumacher and unmarried, Katherine  
S. Valentine and John Valentine, her husband, Sophia G. Morris and  
David Morris, her husband, Minna G. McKewen and James McKewen, her  
husband, all the heirs of the late Clinton R. Schumacher, deceased,  
Grantors, for and in consideration of the sum of Twenty-Five Hundred  
Dollars (\$2,500.00) to us in hand paid by Archie W. Moore and Wilda  
Moore, his wife, Grantees, the receipt of which is hereby acknowl-  
edged, do hereby Grant, Bargain, Sell and Convey unto the said  
Grantees, all the following described real property situated in  
Baldwin County, Alabama, to-wit:

The South Half (S $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of  
the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twelve (12),  
Township Seven (7) South of Range Two (2) East, con-  
taining twenty (20) acres, more or less; being the same  
property heretofore conveyed by Leverta Fillingham and  
George T. Fillingham, her husband to Clinton R. Schumacher  
by deed recorded in Deed Book 88, pages 491-2 of the Pro-  
bate Records of Baldwin County, Alabama. The property here  
conveyed is no part of the homestead of grantors.

Together With All And Singular.....

TO HAVE AND TO HOLD unto the said Archie M. Moore and Wilda  
Moore, during their joint lives, and upon the death of either of t  
them, then to the survivor of them in fee simple, and to the heirs  
and assigns of such survivor, forever.

(continued)

... Warrant and Defend the same unto the said Grantees, and to the survivor of them, and to the heirs and assigns of such survivor forever.

26 day of November, Nineteen Hundred Fifty-one.

	(Signed)	Herman Schumacher
	Wife Deceased .....	Willie May Schumacher
Witness to mark	Her X mark	Mary Schumacher Dixon
Mary L. Dixon Hooper		Sophia G. Morris
Sylsiantle Md.		David Morris
Celina L. Brown		Katherine A. Valentine
Syheanlle, Md.		John Valentine
		Minna G. McKewen
		James McKewen

ACKNOWLEDGED by Minna G. McKewen and James M. McKewen on the 26, November, 1951 before Jack Pierce, Notary Public, Kings County, N. Y. General acknowledgment, Statutory form, Seal (com exp 3/30/52)

ACKNOWLEDGED by Mary Schumacher Dixon by her mark on 5 Dec. 1951 before Celius L. Brown, Notary Public, Carroll County, Maryland. Statutory form, Seal affixed. (com exp. 5/4/53)

ACKNOWLEDGED by "Herman Schumacher and "Deceased Willie May Schumacher on the 17 November 1951 before M. Flora Grant, Notary Public, City of Washington, District of Columbia. Seal affixed. (Com. exp. Jan 31, 1954)

ACKNOWLEDGED by Sophia G. Morris and David Morris on 20 Nov. 1951 before John B. Brown, Notary Public, Baltimore, Md. Seal (No exp. date of com). General acknowledgment.

ACKNOWLEDGED by Katherine A. Valentine and John Valentine on 24 Nov. 1951 before Marvin W. Henderson, Notary Public, Baltimore, Maryland. General acknowledgment. Seal. (No exp date shown)

#### EXAMINING ATTORNEY

Look this over carefully, it has characteristics you will be interested in. It is written verbatim.

Archie Moore and  
Wilda Moore,  
Husband and wife.

To

Ida J. Wainwright

CONSIDERATION: \$1798.40  
Principal Sum Secured..

INSTRUMENT: Real Estate Mortgage  
DATED: 7 January, 1952  
FILED: January 11, 1952

RECORDED Mtg. Book 198, Pp. 225-8

ACKNOWLEDGED by Archie Moore and  
Wilda Moore on 7 January, 1952 be-  
fore E. G. Rickarby, Jr., Notary  
Public, Baldwin County, Alabama.  
General and separate acknowledgments.  
Statutory form. Seal affixed.

ENCUMBERS:

"... all the real property in the County of Baldwin, State of  
Alabama, described as follows:

The South Half of the Northwest Quarter of the  
Northeast Quarter of Section Twelve, Township  
Seven South, Range Two East, containing twenty  
acres, more or less; being the same property  
heretofore conveyed by Levesta Fillingham and  
George T. Fillingham, her husband to Clinton R.  
Schumacher by deed recorded in Deed Book 88,  
pages 491-2 of the Probate Records of Baldwin  
County, Alabama. (and personal property)

... with interest at the rate of six percent per annum.  
Due and payable in monthly installments of \$35.00, beginning  
February 1, 1952 and continued until paid.

NO CANCELLATION.

Archie M. Moore and  
wife, Wilda R. Moore

To

Charles B. Gholson

CONSIDERATION: \$10.00 and  
other value.....

INSTRUMENT: Oil, Gas & Mineral Lease  
DATED: 5 August, 1955  
FILED: October 28, 1955

RECORDED Deed Book 227, Pp. 522-5

ACKNOWLEDGED by Archie M. Moore and  
Wilda R. Moore on 7 September, 1955  
before G. E. Perkins, Notary Public,  
Baldwin County, Alabama. Statutory  
form. Seal affixed.

CONVEYS:

Regular 10 year lease on

The South half of the Northwest quarter of  
the Northeast quarter (S $\frac{1}{2}$  NW $\frac{1}{4}$  NE $\frac{1}{4}$ ) Section  
12, Township 7 South, Range 2 East, Baldwin  
County, Alabama.

Pay at Bank of Fhpe - \$20.00 rental

MARGINAL NOTATION:

"For Assign. see 233 NS, page 346."

Charles B. Gholson and  
Gretchen T. Gholson,  
his wife

To

The California Co.

CONSIDERATION: \$10.00

INSTRUMENT: Assignment of Lease  
DATED: 4 October, 1955  
FILED: January 23, 1956

RECORDED Deed Book 233, Pp. 346-7

ACKNOWLEDGED BY Charles B. Gholson  
and Gretchen T. Gholson on 4 October  
1955 before Severn T. Darden, Notary  
Public, Parish of Orleans, La.  
Statutory form. Seal. (com exp st death)

ASSIGNS:

Lease "Archie W. Moore et ux - To - Charles B.  
Gholson, August 5, 1955, Recorded Deed Record  
227, 522 (& other leases), Baldwin County,  
Alabama.

JUDGMENT CERTIFICATE

We, FAIRHOPE TITLE & SURVEY COMPANY, Licensed Abstracters of Baldwin County Land Titles, hereby certify that we have made an examination of the indices to the Probate Records as found in the office of the Judge of Probate of Baldwin County, Alabama, and find no instrument of record in the indices to Judgments, Lis Pendens or Liens which constitutes a lien upon the lands described in the Caption of this Abstract during the time covered by same, except as hereinbefore noted.

Examination made in the following names only:

Herman Schumacher.....	None
Willie May Schumacher.....	None
Mary Schumacher Dixon.....	None
Sophia G. Morris.....	None
David Morris.....	None
Katherine A. Valentine.....	None
John Valentine.....	None
Minna G. McKewen.....	None
James McKewen.....	None
Archie Moore.....	None
Wilda Moore.....	None

FAIRHOPE TITLE & SURVEY COMPANY  
Fairhope, Baldwin County, Alabama.

By

J. H. G.

STATE AND COUNTY TAXES

- 1952 Assessed to Clinton R. Schumacher - Beat 10 - Assm't #1743 Paid  
DESCRIPTION: S $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  Sec 12-7s-2e. 20 ac.
- 1953 Assessed to Archie M. & Wilda Moore - Beat 16 - Assm't #1377 Paid  
DESCRIPTION: Same as 1952
- 1954 Assessed to Archie M. & Wilda Moore - Beat 10 - Assm't #1433 Paid  
DESCRIPTION: Same as 1952
- 1955 Assessed to Archie M. & Wilda Moore - Beat 10 - Assm't #1482 Paid  
DESCRIPTION: Same as 1952
- 1956 Assessed to Archie M. & Wilda Moore - Beat 10 - Assm't #1574 Due  
DESCRIPTION: Same as 1952 \$12.51

NOTE: Taxes become due and payable upon the 1st day of October each year and are delinquent upon the 1st day of January following. After this dated costs, interest and penalties commence to accrue.



S U P P L E M E N T A L   C E R T I F I C A T E

NUMBER 1635

We, FAIRHOPE TITLE & SURVEY COMPANY, Fairhope, Alabama, Licensed Abstracters of Baldwin County Land Titles, hereby certify that the foregoing pages, numbered 1 to 7, inclusive, comprise a full and complete abstract of the records of Baldwin County, Alabama, from the 14 day of Dec, 1951, to date, insofar as the same relate to the lands described in the Caption hereof, according to the indices of the Land Records of Baldwin County, Alabama, as found in the offices of the Judge of Probate, Tax Collector and Tax Assessor of said County.

And we do further certify that there are no mortgages, judgments, or other liens of record filed during such period affecting the title of said lands, according to said indices; and that all taxes due on said lands have been paid, except as herein shown.

Dated at Fairhope, Alabama, on this the 19 day of Nov, A.D., 1954 at 8 o'clock A.M.

FAIRHOPE TITLE & SURVEY COMPANY  
Licensed Abstracters,  
Baldwin County, Alabama.

By J. H. G.

Dec. 23, 1957

Bank of Fairhope  
Fairhope, Alabama.

Dear Sirs: We, Fairhope Title & Survey Company, hereby certify that we have made an examination of the Indices to the Land Records of Baldwin County, Alabama, for Mortgages, Judgments, Liens and Lis Pendens which constitute a lien upon the lands described below:

The South Half of the Northwest Quarter of the Northeast Quarter of Section 12, Township 7 South, Range 2 East, containing 20 acres, more or less, being the same property conveyed by Mary S. Dixon, et al, by deed recorded Deed Book 173, Pages 323-4 of the Probate Records of Baldwin County, Alabama with all the oil rights therein.

Deed Book 245, Page 375. Warranty Deed from Archie M. Moore and Wilda Moore -To- Joe D. Hornbeak and Patricia Ann Hornbeak, husband and wife. With Right of Survivorship clause. Dated 26 November, 1956. Recorded as shown.

Mortgage to Ida J. Wainwright by Moore, previously recorded in Mortgage Book 198, Pages 225-7 and assigned to Mrs Masters is cancelled and marked paid upon the face of the instrument. Cancelled 18 December, 1956.

Mortgage Book 274, Page 47. Dated 26 November, 1956.  
Joe D. Hornbeak et ux -To- Bank of Fairhope.  
Amount: \$3500.00 payable in monthly installments of \$50.00 beginning 5 January, 1957. NO CANCELLATION.

No other mortgages

no Judgments

No Liens

No Lis Pendens

Taxes for 1957 paid. Assessed to Archie Moore

FAIRHOPE TITLE & SURVEY COMPANY  
Fairhope, Alabama.

By

12-7-2

S U P P L E M E N T A L  
A B S T R A C T  
O F  
T I T L E  
T O

The South Half ( $S\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Twelve (12), Township Seven (7) South of Range Two (2) East, containing 20 acres, more or less, in Baldwin County, Alabama.

ABSTRACT NUMBER 2243

Compiled by  
FAIRHOPE TITLE & SURVEY COMPANY  
Fairhope, Alabama,

for  
*J.D. Hornbeak*  
Mrs. Ruth McDonnell, Realtor.

MORTGAGE BOOK 198, PAGES 225-228:

MARGINAL NOTATIONS:

"For Assignment see Mtg. Rec. 274, P. 51." 18 December, 1956."

"For Release & P/Atty see Mtg. Rec. 274, P. 52."

Also, Upon the FACE of the instrument, appears the following:

"This instrument and the note and debt  
secured thereby having been paid in full,  
the same is hereby cancelled and dis-  
charged of record this the 28th day of  
December, 1956.

ATTEST:  
W. R. Stuart, Judge  
of Probate,  
By: Lila S. Glover,  
Clerk

Edna M. Masters  
L. S. Masters  
by W. R. Stuart,  
Attorney-in-Fact.

\* \* \* \* \*

ASSIGNMENT OF MORTGAGE

MORTGAGE BOOK 274, Page 51:

Recites:

"For Valuable consideration, I hereby assign to L. S. Masters and Edna M. Masters that mortgage (and note secured thereby), dated January 7, 1952, executed by Archie W. Moore and Wilda W. Moore to Ida J. Wainwright and recorded in the office of the Register of Deeds for Baldwin County, Alabama, in Liber 198 of Mortgages on Page 226.

Witness my hand and seal this 3 day of August, 1954.

(Signed) Ida J. Wainwright

ACKNOWLEDGED before Betty J. Woodward, Notary Public, Baldwin County, Alabama, on Aug. 3, 1954.

Filed for Record November 28, 1956.

Marked: "Paid in Full,  
11/10/56  
(Signed) L. S. Masters.

L. S. Masters and Edna  
M. Masters

INSTRUMENT: Mortgage Release and  
Power of Attorney  
DATED: 28 November, 1956

-TO-

W. R. Stuart

FILED FOR RECORD : 28 November, 1956  
RECORDED: Mortgage Book 274, Page 52.

RECITES:

STATE OF ALABAMA)  
BALDWIN COUNTY.)

KNOW ALL MEN BY THESE PRESENTS that whereas, Archie W. Moore and Wilda Moore, husband and wife, have paid and satisfied that certain mortgage made by them to Ida J. Wainwright, and recorded in Mortgage Book 173, at Page 323, and assigned by her to L. S. Masters and Edna M. Masters, by assignment dated 8 August, 1954:

NOW THEREFORE, we, L. S. Masters and Edna M. Masters do hereby constitute and appoint W. R. Stuart, Probate Judge, their true and lawful attorney in fact in their name and behalf to enter upon the Probate Records of Baldwin County, Alabama, a cancellation and full satisfaction of said mortgage, and to do and perform all acts necessary and proper to effect the premises; hereby ratifying and confirming whatsoever said attorney may do in the premises by virtue of this power.

In witness whereof, we the said L. S. Masters and Edna M. Masters have signed these presents, this the 28th day of November, 1956.

(Signed) L. S. Masters  
(Signed) Edna M. Masters

ACKNOWLEDGED BEFORE Notary Public, Baldwin County, Alabama;  
Statutory form; Seal affixed.

Archie W. Moore and Wilda  
Moore, husband and wife,

-TO-

Joe D. Hornbeak and  
Patricia Ann Hornbeak,  
husband and wife,

CONSIDERATION: \$10.00 & other;  
PAID.

Warranty Deed with Right  
INSTRUMENT: of Survivorship  
DATED: 26 Nov., 1956  
FILED FOR RECORD: 28 Nov., 1956

RECORDED: Deed Book 245, Pages  
375-376.

ACKNOWLEDGED: on 26 Nov., 1956,  
before E. G. Rickarby, Notary  
Public, Baldwin County, Alabama;  
Statutory form; Seal Affixed.

#### CONVEYS

The South Half (sl/2) of the Northwest Quarter (NW $\frac{1}{4}$ )  
of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twelve (12),  
Township Seven (7) South, of Range Two (2) East, containing  
Twenty (20) acres, more or less, being the same property  
conveyed by Mary S. Dixon, et al., by deed recorded in Deed  
Book 173, Pages 323-4 of the Probate Records of Baldwin  
County, Alabama.

"Together with all the oil rights therein."

Joe D. Hornbeak and Patricia  
Ann Hornbeak, husband and wife,

INSTRUMENT: Real Estate Mortgage  
DATED: 13 June, 1960  
FILED FOR RECORD: 17 June, 1960

-TO-

The Bank of Fairhope,  
Fairhope, Alabama.

RECORDED: Mortgage Book 343,  
Pages 405-7

ACKNOWLEDGED: by Mortgagors on 13 June,  
1960, before Helen Barly, Notary  
Public, Baldwin County, Alabama;  
Statutory Form; Seal Affixed.

PRINCIPAL SUM SECURED: \$3,045.50

#### DESCRIPTION OF PROPERTY ENCUMBERED

"...the following described property situated in Baldwin County,  
Alabama, to-wit:

The South 1/2 of the Northwest 1/4 of the Northeast 1/4  
of Section Twelve, Township Seven South, Range Two East,  
Baldwin County, Alabama, containing 20 acres, more or less.

Payable \$50.00 on 5 July, 1960, and a like amount on the 5th day  
of each month thereafter until Paid in full.

Interest at 6% per annum.

Default of any one payment matures all remaining payments.

NO CANCELLATION -- NO SEPERATE RELEASE FOUND.

JUDGMENT CERTIFICATE

Archie W. Moore  
Wilda Moore  
Joe D. Hornbeak  
Ann Hornbeak  
Patricia Ann Hornbeak  
Ida J. Wainwright  
L. S. Masters  
Edna M. Masters

5



STATE AND COUNTY TAXES

- 1956: Assessed to Archie and Wilda Moore Beat 10, Assm't.#1574, PAID  
Desc.: S $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  Sec. 12-7s-2. 20 ac.
- 1957: Assessed to Archie and Wilda Moore, Beat 10, Assm't.#1154, PAID  
Desc.: Same as 1956.
- 1958: Assessed to J. D. & Patricia Ann Hornbeak, Beat 10,  
Assm't. #1151, PAID: Desc.: Same as 1957.
- 1959: Assessed to J. D. & Patricia Ann Hornbeak, Beat 10,  
Assm't.#1177, PAID: Desc.: Same as 1957 & 1956.
- 1960: Assessed to J. D. & Patricia Ann Hornbeak, Beat 10,  
Assm't.#1239. Paid; Amount paid, \$14.19.  
Description same as previous years (1956 et seq.).

Supplemental Certificate No. 2243, Dated  
Jan. 20, 1961, 8:A.M., to cover time since  
November 19, 1956.

CWA — 6 Pages only.

Bill - Bank of Flyn (1st Mt)  
Acct / Hornbeak - Coy  
\$ 22<sup>00</sup>  
J.H. Q.

S U P P L E M E N T A L  
A B S T R A C T  
O F  
T I T L E  
T O

The South Half (S $\frac{1}{2}$ ) of the Northwest Quarter  
(NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of  
Section Twelve (12), Township Seven (7)  
South of Range Two (2) East, containing  
20 acres, more or less, in Baldwin County,  
Alabama.

ABSTRACT NUMBER 2447

Compiled by,  
FAIRHOPE TITLE & SURVEY COMPANY,  
Fairhope, Alabama,

for

Ulas P. Cox  
By Request of E. G. Rickarby.

WARRANTY DEED. RECORDED: Deed Book 173, Pages 323-4.  
DATED: 26 November, 1951.

RECITES:

"State of Alabama)  
Baldwin County. )

KNOW ALL MEN BY THESE PRESENTS, That we, Mary S. Dixon, widow of Lorenzo Dow Dixon (deceased, July 6, 1922, her husband), Herman Schumacher, unmarried, Katherina S. Valentine and John Valentine, her husband, Sophia G. Morris and David Morris her husband, Minna G. McKewen and James McKewen, her husband, all the heirs of the late Clinton R. Schumacher, deceased, Grantors, for and in consideration of the sum of Twenty-five Hundred Dollars (\$2,500.00) to us in hand paid by Archie M. Moore and Wilda Moore his wife, Grantees, the receipt whereof is hereby acknowledged, do Grant, Bargain, Sell and Convey unto the said Grantees, all the following described real property situated in Baldwin County, Alabama, to-wit:

The South-half (S½) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Twelve (12), Township Seven (7) South of Range Two (2) East, containing twenty (20) acres, more or less; being the same property heretofore conveyed by Laverta Fillingham and George T. Fillingham, here husband to Clinton R. Schumacher by deed recorded in Deed Book 88, pages 491-492 of the Probate Records of Baldwin County, Alabama. The property here conveyed is no part of the homestead of grantors.

...To Have and to hold for and during their natural lives, and upon the death of either of them, then to the survivor of them and to the heirs and assigns of such survivor forever

(Signed) Mary S. Dixon  
Herman Schumacher  
Katherina S. Valentine  
John Valentine  
Sophia G. Morris  
David Morris  
Minna G. McKewen "  
James McKewen

FILED: 1 February, 1951

Properly acknowledged by all signors of deed on dates between 26 November and 1 February, 1951 before various Notary Public officers. Statutory form of acknowledgements. Seals affixed.

WARRANTY DEED., with Right of Survivorship. DATED: 26 November,  
1956.  
RECORDED in Deed Book 173, Pages 323-4

RECITES:

"

Archie M. Moore and  
Wilda W. Moore,  
husband and wife,

INSTRUMENT: Real Estate Mortgage  
DATED: 7 January, 1952  
FILED: 11 January, 1952

To

RECORDED Mortgage Book 198, Pages  
225-228

Ida J. Wainwright

AMOUNT: \$1,789.40

ACKNOWLEDGED by Archie M. Moore  
and Wilda W. Moore before E. G.  
Rickarby, Notary Public, Baldwin  
County, Alabama. Statutory form.  
No Seal shown.

ENCUMBERS:

"...the following described lands in Baldwin County, Alabama,  
to-wit:

The South-Half of the Northwest Quarter of the Northeast  
Quarter of Section 12, Township Seven South, Range Two  
East, containing 20 acres, more or less, being the same  
property heretofore conveyed by Leverta Fillingham and  
George T. Fillingham, her husband to Clinton R. Schuma-  
cher by deed recorded in Deed Book 88, Page 491-2 of Pro-  
bate Records of Baldwin County, Alabama.

(and personal property)

Marginal Notation:

"This instrument and the note and debt secured thereby  
having been paid in full, the same is hereby cancelled  
and discharged of record this the 28th day of December,  
1956.

(Signed) Edna M. Masters

ATTEST:

W. R. Stuart, Judge of Probate,  
by Lila S. Glover, Clerk.

L. S. Masters  
by W. R. Stuart  
Attorney in Fact."

NOTE: See Page 1, Supplemental Abstract of Title by Fairhope  
Title and Survey Company. #2243.

Joe D. Hornbeak and  
Patricia Ann Hornbeak,  
husband and wife,

Instrument: Real Estate Mortgage  
DATED: 28 December, 1957  
FILED: 7 January, 1958

To

RECORDED Mortgage Book 290, Pages  
315-17

The Bank of Fairhope

AMOUNT: \$3,627.63

ACKNOWLEDGED by Joe D. Hornbeak and  
Patricia Ann Hornbeak on 28 December,  
1957 before E. C. Slye, Notary Public  
Baldwin County, Alabama. Statutory  
form. Seal affixed.

CONVEYS:

"...the following described lands in Baldwin County, Alabama,  
to-wit:

The South-Half of the Northwest Quarter of the Northeast  
Quarter of Section 12, Township 7 South, Range 2 East,  
containing 20 acres, more or less.

There is an oil lease on this property.

MARGINAL NOTATION:

"This instrument and the note and debt secured thereby  
having been paid in full, the same is hereby cancelled  
and discharged of record this the 27th day of June,  
1961.

ATTEST:  
(NONE SHOWN)

(Signed) Walter M. Lindsey  
for Bank of Fairhope as  
Attorney-in-Fact

NOTE We show the above mortgage on account of NO ATTESTATION.

NOTE: The oil lease mentioned above, has been released and  
cancelled.

4

INSTRUMENT: Power of Attorney  
DATED: July 10, 1950  
FILED: July 21, 1950

RECORDED Misc. Book 9, page 104

KNOW ALL MEN BY THESE PRESENTS, That the Bank of Fairhope, Fairhope, Alabama, does hereby constitute and appoint Walter M. Lindsey, its true and lawful attorney in the name and behalf of said Bank to enter upon the Probate Records of Baldwin County, Cancellations and Satisfactions of Real and Chattle Mortgages, owned by said Bank as Mortgages and to do and perform all acts necessary and proper to effectuate the premises; hereby retifying and confirming whatsoever said attorney may do in the premises by virtue of the power.

In Witness whereof, The said Bank has caused these presents to be executed by its President and attested by its Cashier this the tenth day of July, 1950.

ATTEST:  
H. G. Bishop  
Cashier

BANK OF FAIRHOPE  
Kirby Wharton  
President.

ACKNOWLEDGED before Louise P. Maury, a Notary Public of Baldwin County, Alabama, by Kirby Wharton and H. G. Bishop, as President and Cashier Respectively of the Bank of Fairhope, on July 14th, 1950.

redacted  
2-223 signed, 374 1003 100, 22 1001 0.5  
Upon the margin of that certain Mortgage, executed by  
Joe D. Hornbeak and Patricia Ann Hornbeak, husband and wife,

-TO- The Bank of Fairhope, Recorded in Mortgage Book 343,

Pages 405-7, the following Notation Appears:

"This instrument and the note and debt secured thereby  
having been paid in full, the same is hereby cancelled  
and discharged of record this the 21<sup>st</sup> day of Feb.,  
1961."

ATTEST:

*none*

(Signed) Bank of  
Fairhope by  
Walter M. Lindsey  
Atty-in Fact

NOTE: See Page 4, Abstract of Title #2243, Fairhope Title  
& Survey Company.

6



WARRANTY DEED., with Right of Survivorship. DATED: 26 November,  
1956.  
RECORDED in Deed Book 173, Pages 323-4

RECITES:

"

Joe D. Hornbeak and  
Patricia Ann Hornbeak,  
husband and wife,

To

Eulas P. Cox and  
Mae Q. Cox, husband  
and wife.

CONSIDERATION: \$9,500.00

INSTRUMENT: Warranty Deed, with  
Vendor's Lien Reserved  
and Right of Survivorship  
DATED: 25 January, 1961  
FILED: 6 February, 1961

RECORDED Deed Book 301, Pages  
181-3

ACKNOWLEDGED by Joe D. Hornbeak,  
Patricia Ann Hornbeak, Eulas P. Cox  
and Mae Q. Cox on 25 January, 1961  
before Ruth McDonnell, Notary Public  
Baldwin County, Alabama. Statutory  
form. Seals affixed.

#### CONVEYS:

"...do Grant, Bargain, Sell and convey unto the said Grantees,  
for and during their natural lives and upon the death of either  
of them, then to the survivor of them in fee simple, the follow-  
ing described real property in Baldwin County, Alabama, to-wit:

The South Half of the Northwest Quarter (NW $\frac{1}{4}$ ) of the  
Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twelve (12),  
Township Seven (7) South, of Range Two (2) East, con-  
taining twenty (20) acres, more or less, being the same  
property conveyed by Mary S. Dixon et al, by deed record-  
ed in Deed Book 175, Pages 325-4 of the Probate Records  
of Baldwin County, Alabama.

...To Have And To Hold ...for and during their natural lives and  
upon the death of either of them, then to the survivor of them  
in fee simple, and to the heirs and assigns of such survivor  
forever ..."

There is now a mortgage on the above described property in  
the sum of \$2,695.50 executed by the sellers to the Bank of  
Fairhope which sellers agree to keep current and pay off in full  
when purchase price is paid ...

...a Vendor's Lien is reserved to secure the payment of the  
balance of \$7,500.00, to be paid \$900.00 per year with interest  
on the unpaid balance of 6% per annum until the whole sum is  
paid, the first yearly payment to be made March 1, 1962."

NO CANCELLATION. (Hornbeak retains his interest in this V/L  
as of the date of the Certificate hereto.)

Mary S. Dixon  
Herman Schumacher  
Katherina S. Valentine  
Sophia G. Morris  
David Morris  
Minna G. McKewen  
James McKewen  
Archie M. Moore  
Wilda W. Moore  
Joe D. Hornbeak  
Patricia Ann Hornbeak  
Eulas P. Coc  
Mae Q. Cox

STATE AND COUNTY TAXES

DESCRIPTION: "The South- Half of NW¼ of NE¼ of Sec. 12,  
T7S, R2E, Baldwin County, Alabama." 20 ac.

1961	Assessed to Joe D. Hornbeak - Beat 8 - Assm't #1522 PAID.
1962	" " Eulas P. Cox - Beat 8 - Assm't #644 - PAID.
1963	" " Eulas P. Cox - Beat 8 - Assm't #631 - <del>NOT DUE</del> .

NOTE: Taxes become due and payable upon the 1st day of October each year and are delinquent upon the 1st day of January following. After this date costs, interest and penalties commence to accrue.

2447

Pp 1-9 incl

144h

December

1951

11th

July

63

1:00

JHQ.

12-7-2

#234

for

John Fleming

(CAPTION)

Abstract of Title  
of the

Lands of

Mr. John Fleming

in

Baldwin  
Description

County, State of Alabama

The Southeast quarter of the  
Southeast quarter of Section  
Twelve Township Seven South  
of Range Two East. - - - - -

\* \* \*  
\* \*  
\*

#234

*John Fleming*

# Transfer of Title

United States by  
Theodore Roosevelt  
President.

Grantor

To

Oswald Forster.

Grantee

Kind of Conveyance United States Patent  
Reservations to grantor - - -

Date of Conveyance July 6, 1908

Date of Acknowledgment - - -

Before - - -

Grantor, married or single? - - -

Separate acknowledgment of wife - - -

Before - - -

Date of Filing for record April 28, 1909

Recorded in Deed Book 14 NS Page 420-1

Is it properly indexed? yes

Dower of Homestead conveyed properly? - -

Are names of all signors in body of conveyance? yes

Consideration, \$ Cert #21,310 paid? -

Witness: { - - - - -

## Description of Property Conveyed

The Southeast quarter of the Southeast quarter of  
Section Twelve in Township Seven South of Range Two  
East of St Stephens Meridian, Alabama, containing  
forty and seven hundredths acres - - - - -



## Transfer of Title

Oswald Forster and  
Martha Forster, his  
wife.

Grantor

To

Owen George Coltman

Grantee

Kind of Conveyance Warranty Deed  
Reservations to grantor - - -  
Date of Conveyance March 3, 1910  
Date of Acknowledgment same date  
Before W H W Harding NP Baldwin Co Ala.,  
Grantor, married or single? married  
Separate acknowledgment of wife -yes-  
Before same official  
Date of Filing for record March 16, 1910  
Recorded in Deed Book 15NS Page 648  
Is it properly indexed? yes  
Dower of Homestead conveyed properly? - -  
Are names of all signors in body of conveyance? yes  
Consideration, \$ 1.00 and other paid? yes

Witness: {

*None*  
- - - - -

## Description of Property Conveyed

The Southeast quarter of the Southeast quarter of  
Section twelve in Township Seven South of Range Two  
East, of St Stephens Meridian Alama containing forty  
acres and seven hundredths acres - - - - -

## Encumbrances

Owen George Coltman and  
E S Coltman, his wife,

Grantor

to

Oswald Forester and  
Martha Forster.

Grantee

Kind of Encumbrance Mortgage  
Date of Encumbrance -not dated-  
Date of Acknowledgement March 3, 1910  
Before whom W H W Harding NP BaldwinCoAla.,  
Date filed for Record March 28, 1910  
Recorded in Mortgage Book No. 9 Page 448  
Dower or Homestead? - - - -  
Consideration \$ 1,600.00 When Due? see below

Witness: { W H W Harding.

## Description of Property Encumbered

In Baldwin County, State of Alabama, to-wit: - the Southeast  
quarter of the Southeast quarter of Section Twelve in Town-  
ship Seven South of Range two East of St Stephens Meridian  
Alabama, containing forty and Seven hundredths acres - - - -

Consideration is stated as follows: \$1200.00 paid March 10, 1910  
Balance due in 5 years - - - - -

## Release or Cancellation of Above named Encumbrance

Oswald Forester and Martha  
Forster, by J H H Smith,  
Atty-in-fact. Grantor

to

Owen George Coltman and E S  
Coltman, his wife Grantee

Release, how made? Across margin of instrument  
By whom made J H H Smith, Attorney in fact  
Date of Release February 16, 1911  
If acknowledged, date thereof - - -  
If filed, date of filing - - -  
Consideration "Full payment"  
Recorded in Mortgage Book 9 Page 448

## Language of Cancellation or Release

By power vested in me by Power of attorney recorded in Miscellaneous  
Record No 2, I hereby certify that Owen George Forster has received  
full payment and complete satisfaction of the debt secured by this  
mortgage and hereby cancel and discharge the same this 16th day of  
February, 1911.

Attest:

Jesse M Smith.

Oswald Forester  
Martha Forster  
by J H H Smith  
Atty-in-fact..

# Transfer of Title

To	Grantor	{	Kind of Conveyance		
			Reservations to grantor		
			Date of Conveyance		
			Date of Acknowledgment		
			Before		
			Grantor, married or single?		
			Separate acknowledgment of wife		
			Before		
			Date of Filing for record		
			Recorded in	Book	Page
			Is it properly indexed?		
			Dower of Homestead conveyed properly?		
			Are names of all signors in body of conveyance?		
			Consideration, \$		paid?
	Grantee	{	Witness:		

## Description of Property Conveyed

### Abstracters note:

In the foregoing mortgage, the body of the instrument recites "Oswald Forster, his wife Martha Forster - - in hand paid by Owen George Coltman, his wife E S Coltman " &c - - While instrument bears signature of Owen George Coltman and E S Coltman.

Instrument seems to be very badly mixed up in a number of ways, but it is assumed that same should have properly been from Coltman to Forster, in as much as Forster deeded to Coltman on the same day as mortgage was made and mortgage was doubtlessly given as part consideration.

The instrument is cancelled, as appears from Abstract, by all parties in interest (see following and foregoing items. The acknowledgement to mortgage was that of coltmans.

## Encumbrances

Grantor	{	Kind of Encumbrance	
		Date of Encumbrance	
		Date of Acknowledgement	
		Before whom	
		Date filed for Record	
		Recorded in Mortgage Book No.	Page
to		Dower or Homestead?	
		Consideration \$	When Due?
Grantee		Witness: {	

## Description of Property Encumbered

## Release or Cancellation of Above named Encumbrance

Owen George Coltman, E S Coltman, Oswald Forster, Martha Forster by Grantor J H H Smith, Atty-in-fact. to -----	{	Release, how made? Across face Instrument	
		By whom made J H H Smith, atty-in-fact.	
		Date of Release June 28, 1912.	
		If acknowledged, date thereof - - -	
		If filed, date of filing - - -	
		Consideration "full payment"	
Grantee		Recorded in Mortgage Book	9 Page 448

## Language of Cancellation or Release

Full payment and complete satisfaction for the debt secured by this instrument having been made, same is hereby cancelled and discharged this 28th day of June, 1912.

Attest:	Owen George Coltman
S A Berrey,	E S Coltman
Clerk.	Oswald Forster
	Martha Forster

Notation in red: "This cancellation is made to correct names in above cancellation of Feb. 16th, 1911."

# Transfer of Title

Oswald Forster and  
Martha Forster, his  
wife.

Grantor

To

J H H Smith.

Grantee

Kind of Conveyance Power of Attorney  
Reservations to grantor - - -

Date of Conveyance December 9th, 1910

Date of Acknowledgment same date

Before P Y Albright NP Baldwin Co Ala.,

Grantor, married or single? married

Separate acknowledgment of wife no

Before - - -

Date of Filing for record December 19, 1910

Recorded in Msc1 Book 2 Page 3

Is it properly indexed? yes

Dower of Homestead conveyed properly? - -

Are names of all signors in body of conveyance? yes

Consideration, \$ - - - paid? ~~yes~~

Witness: { *John* - - - -

## Description of Property Conveyed

Have made, constituted and appointed and by these presents do  
make, constitute and appoint J H H Smith - - true and lawful  
attorney for them and in their name, place and stead - to can-  
cel a certain mortgage made by and between Oswald Forster and  
Martha Forster, his wife, as parties of the first part and Owen  
G George Coltman and E S Coltman as parties of the second part,  
on - - - SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12 Twp 7 South Range 3 East  
Baldwin County, Alabama, and recorded in Record book No 9 Mtgs  
page 448 in the office of the Probate Judge of Baldwin County,  
Alabama - - -

Giving and granting to the said attorney full power and  
authority in the premises to do, execute, perform, fulfill and  
conclude for them and in their name and stead, all and singular  
acts, matters and things whatsoever. - - - in as ample a manner  
as they might do if personally present - - - - -

# Transfer of Title

Owen George Coltman and  
E S Coltman, his wife.

Grantor

To

J H H Smith.

Grantee

Kind of Conveyance Power of Attorney  
Reservations to grantor - - -  
Date of Conveyance December 9, 1910.  
Date of Acknowledgment same date  
Before P Y Albright NP Baldwin Co Ala.,  
Grantor, married or single? married  
Separate acknowledgment of wife no  
Before - - -  
Date of Filing for record June 20, 1911  
Recorded in Msc1 Book 2 Page 6  
Is it properly indexed? yes  
Dower of Homestead conveyed properly? - -  
Are names of all signors in body of conveyance? yes  
Consideration, \$ - - - - paid? ~~xxx~~

Witness: { *None* - - - -

## Description of Property Conveyed

Have made, constituted and appointed and by these presents do make, constitute and appoint J H H Smith -- - true and lawful attorney for the m and in their name, place and stead - to cancel a certain mortgage made by and between Oswald Forster and Martha Forster, his wife, as parties of the first part and Owen George Coltman, and E S Coltman, his wife, as parties of the second part on - - - SE<sup>1</sup>/<sub>4</sub> of the SE<sup>1</sup>/<sub>4</sub> of Section 12 Two 7 South Range Two East, Baldwin County, Alabama, and recorded in Record book No 9 mtgs page 448 in the office of the Probate Judge of Baldwin County, Alabama,

Giving and granting to the said attorney full power and authority in the premises to do, execute, perform, fulfill and conclude for them and in their name and stead, all and singular acts, matters and things soever - - in as ample a manner as they might do if personally present - - - - -

# Transfer of Title

Oswalt Forster and  
Martha Forster, his  
wife.

Grantor

To

J H H Smith.

Grantee

Kind of Conveyance Power of Attorney  
Reservations to grantor - - -  
Date of Conveyance February 2, 1911  
Date of Acknowledgment same date  
Before P Y Albright NP Baldwin Co Ala.,  
Grantor, married or single? married  
Separate acknowledgment of wife no  
Before - - -  
Date of Filing for record February 4, 1911  
Recorded in Msc1 Book 2 Page 7  
Is it properly indexed? yes  
Dower of Homestead conveyed properly? - -  
Are names of all signors in body of conveyance? yes  
Consideration, \$ - - - - - paid? - -

Witness: {None}

## Description of Property Conveyed

have made, constituted and appointed and by these presents do  
make, constitute and appoint J H H Smith - - true and lawful  
attorney for them and in their name, place and stead - - to can-  
cel a certain mortgage made by and between Owen George Coltman  
and his wife E. S. Coltman, as parties of the first part and Os-  
walt Forster and his wife, Martha Forster, as parties of the  
second part, on SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 12 Twp 7 South Range 2  
East, Baldwin County, Alabama, and recorded in record book No  
9 Mtgs page 448 in the office of the Probate Judge of Baldwin  
County, Alabama - - -

Giving and granting to the said attorney full power and  
authority in the premises to do, execute, perform, fulfill and  
conclude for them and in their name and stead, all and singular  
acts, matters and things whatsoever - - - in as ample a manner  
as they might do if personally present. - - - - -

# Transfer of Title

Owen George Coltman and  
W S Coltman, his wife. ✓

Grantor

To

Nellie C Stephens. ✓

Grantee

Kind of Conveyance Warranty Deed  
Reservations to grantor - - -  
Date of Conveyance December 9, 1910 ✓  
Date of Acknowledgment same date ✓  
Before P Y Albright NP Baldwin Co Ala., (S)  
Grantor, married or single? married  
Separate acknowledgment of wife yes  
Before same official (CS)  
Date of Filing for record February 10, 1911 ✓  
Recorded in Deed Book 16NS Page 683 ✓  
Is it properly indexed? yes ✓  
Dower of Homestead conveyed properly? - - yes ✓  
Are names of all signors in body of conveyance? yes ✓  
Consideration, \$ 1.00 and other ✓ paid? yes ✓

Witness: {

P Y Albright ✓

## Description of Property Conveyed

In Baldwin County, Alabama, described as follows: - -  
the SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 12 Twp 7 South, Range 2 East,  
containing 40 and 7/10 acres, more or less - - - - - ✓



## Encumbrances

Nellie C Stephens and  
Thomas C Stephens, her  
husband.

Grantor

to

John Fleming.

Grantee

{ Kind of Encumbrance Mortgage  
Date of Encumbrance June 27, 1912  
Date of Acknowledgement same date  
Before whom P Y Albright NP Baldwin Co Ala, (S)  
Date filed for Record July 2, 1912  
Recorded in Mortgage Book No. 12 Page 437  
Dower or Homestead? - - -  
Consideration \$ 300.00 When Due? June 27, 1913

Witness: { - - - - -

## Description of Property Encumbered

The SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12 Twp 7 South Range 2 East  
Baldwin County, Alabama, containing 40 and 7/10 acres, more  
or less - - - - -

*Sig. of W. C. Seal*

## Release or Cancellation of Above named Encumbrance

Grantor

to

Grantee

{ Release, how made?  
By whom made  
Date of Release  
If acknowledged, date thereof  
If filed, date of filing  
Consideration  
Recorded in Mortgage Book Page

## Language of Cancellation or Release

# Court Proceedings

State of Alabama

-vs-

Nellie C Stephens.

in the Probate Court of

Baldwin County, Ala.,

Delinquent Docket  
#12 Page 124..

## Proceedings in the above

Recites rendition of decree in  
aforementioned court for the sale  
of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec 12 T7S R3E  
for taxes due thereon for 1916.

# Transfer of Title

Nellie C Stephens by  
Tax Collector.

Grantor

To

State of Alabama.

Grantee

Kind of Conveyance Tax Sale  
Reservations to grantor - - -  
Date of Conveyance June 1, 1917.  
Date of Acknowledgment - - -  
Before - - -  
Grantor, married or single? - - -  
Separate acknowledgment of wife - - -  
Before - - -  
Date of Filing for record - - -  
Recorded in Sales Book 4 Page 113  
Is it properly indexed? yes  
Dower of Homestead conveyed properly? - -  
Are names of all signors in body of conveyance? yes  
Consideration, \$ 19.80 paid? yes

Witness: { - - - - -

## Description of Property Conveyed

SE $\frac{1}{4}$  of SE $\frac{1}{4}$

S  
12

T  
7S

R  
3E

# Transfer of Title

State of Alabama,  
by Judge of Probate

Grantor

To

John Fleming.

Grantee

Kind of Conveyance Redemption Certificate

Reservations to grantor - - -

Date of Conveyance April 30, 1918

Date of Acknowledgment - - -

Before - - - -

Grantor, married or single? - - -

Separate acknowledgment of wife - - -

Before - - -

Date of Filing for record - - -

Recorded in Sales Book 4 Page 113

Is it properly indexed? yes

Dower of Homestead conveyed properly? - -

Are names of all signors in body of conveyance? yes

Consideration, \$ 38.87 paid? yes

Witness: }

## Description of Property Conveyed

Recites redemption of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of  
Sec 12 T7S R2E from tax sale of June  
1, 1917. Consideration of \$38.87

# Transfer of Title

Nellie C Stephens and  
Thomas C Stephens, her  
husband. by  
Charles Hall, Auctioneer.

Grantor

To

John Fleming.

Grantee

Kind of Conveyance Mortgagees Deed  
Reservations to grantor - - -  
Date of Conveyance October 23, 1917  
Date of Acknowledgment same date  
Before Cornelius Hall NP Baldwin Co Ala., (S)  
Grantor, married or single? - - -  
Separate acknowledgment of wife - - -  
Before - - -  
Date of Filing for record October 25, 1917 8 AM  
Recorded in Deed Book 26NS Page 429  
Is it properly indexed? yes  
Dower of Homestead conveyed properly? - -  
Are names of all signors in body of conveyance? yes  
Consideration, \$ 585.00 paid? yes

Witness: {

## Description of Property Conveyed

Whereas on the 27th day of June 1912, Nellie C Stephens and Thomas C Stephens, executed a certain mortgage to John Fleming to secure an indebtedness mentioned therein, said mortgage being recorded at Page 437 of Volume 12 of Mortgages of the records of Baldwin County, Alabama, and

Whereas default was made - - and whereas property was advertised for sale for three weeks and whereas in strict compliance with the power of sale contained in said mortgage, property was offered for sale to highest bidder for cash - - on October 19th, 1917 at the door of the Court House - - and same was purchased by John Fleming, the mortgagee, for the sum of \$585.00 - - highest and best bid therefor - - and whereas Charles Hall as auctioneer conducted the said sale - - Now therefore - - -

in Baldwin County, Alabama, Viz: All the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12 Township 7 South Range 2 East, Baldwin County, Alabama, containing 40 and 7/10 acres, more or less - -

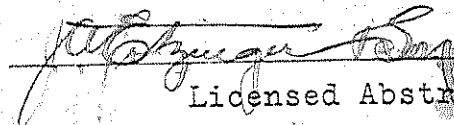
# CERTIFICATE.

We, J. A. Ertzinger & Son, licensed abstractors of Baldwin County Lands, hereby certify that we have carefully examined the title to the within described tract or parcel of land and that the foregoing pages compose a full, correct and complete abstract of such conveyances as are now on record in the office of the Judge of Probate of Baldwin County, Alabama, which affect the title to the land described,

We further certify that there are no mortgages, judgments, liens or suits against the lands within described which are recorded in Baldwin County, Alabama, which affect the title, except as may be hereinbefore set out.

We further certify that there are no taxes, due and unpaid against said lands described in the caption hereof, except as noted.

Dated at Bay Minette, Baldwin County, Alabama,  
this ---13th-- day of --February-1922-at-10:00-AM--

  
\_\_\_\_\_  
Licensed Abstractors.

# Transfer of Title

John Fleming,  
"Widower" ✓

Grantor

To

Gust Fisher. ✓

Grantee

Kind of Conveyance Warranty Deed ✓  
Reservations to grantor - - -  
Date of Conveyance February 7, 1922 ✓  
Date of Acknowledgment February 8, 1922 ✓  
Before Gladys Lowell NP Baldwin Co Ala., (S)  
Grantor, married or single? single  
Separate acknowledgment of wife - -  
Before - - -  
Date of Filing for record February 21, 1922 at 84A  
Recorded in Deed Book 31NS Page 533 ✓  
Is it properly indexed? yes ✓  
Dower of Homestead conveyed properly? - -  
Are names of all signors in body of conveyance? yes ✓  
Consideration, \$ 1.00 and other ✓ paid? Yes ✓

Witness: }

J O Wolff ✓

## Description of Property Conveyed

*all that real property is described as follows:*

All the Southeast quarter of the  
Southeast quarter of Section twelve  
(12) Township Seven (7) South, Range  
Two (2) East, Baldwin County, Alabama  
containing forty (40) and seven tenths  
(.7) acres, more or less - - - - -



# CERTIFICATE.

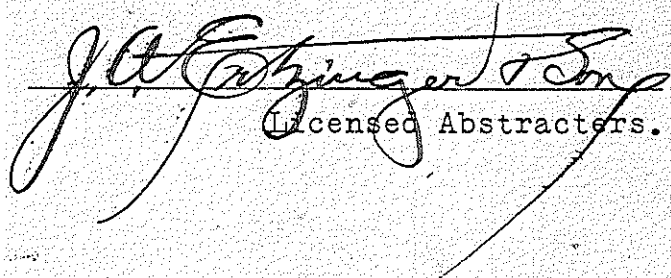
We, J. A. Ertzinger & Son, licensed abstracters of Baldwin County Lands, hereby certify that we have carefully examined the title to the within described tract or parcel of land and that the foregoing pages numbered -1- to-----inclusive compose a full, correct and complete abstract of such conveyances as are now on record in the office of the Judge of Probate of Baldwin County, Alabama, which affect the title to the land described, since February 13th, 1922.

We further certify that there are no mortgages, judgments, liens or suits against the lands within described which are recorded in Baldwin County, Alabama, which affect the title, except as may be hereinbefore set out, since February 13th, 1922.

We further certify that there are no taxes, due and unpaid against said lands described in the caption hereof, except as noted, with exception of current taxes, which are now due and payable. Since February 13th, 1922.

Dated at Bay Minette, Baldwin County, Alabama,

this 9th day of October, 19 22 at 4:00 o'clock.P.M.

  
Licensed Abstracters.



S U P P L E M E N T A L

A B S T R A C T

O F

T I T L E

T O

Southeast quarter of Southeast  
quarter of Section twelve, Town-  
ship seven South of Range two  
East, Baldwin County, Alabama.

COMPILED BY  
BEEBE & HALL, LAWYERS,  
DAY MINETTE, ALABAMA.  
OCTOBER 24, 1927.

Gust Fisher, unmarried,

to

Nellie G. Berry.

) Warranty Deed;  
( Dated October 13, 1922;  
) Acknowledged Same date;  
( Before: W. P. Baldwin County, Ala. (S)  
) Filed ofr record November 22, 1922; *ATAM.*  
( Consideration : \$1.00. etc; *Red*  
) Witness: Alex J. Melville;  
( Recorded 32 NS page 502;  
)

Conveys.

All that real property in Baldwin County, Alabama,  
described as follows.

*All the* Southeast quarter of Southeast quarter of Section *Twelve*  
(12) Township 7 South of Range 2 East, Baldwin County,  
Alabama. Containing 40.7 acres.

*Seven*

*two*

*containing forty (40) and seven tenths acres more or less*

TAX SEARCH

1922

Southeast quarter of Southeast quarter of  
Section 12, Township 4 South of Range 3  
East.

Assessed to Nellie C. Stevens,

Assessment Book, 2 page 187.

PAID.

TAX SEARCH

1923

Southeast quarter of Southeast quarter of  
Section 12, Township 7 South of Range 2  
East.

Assessed to Gust Fisher

Assessment Book 3, page 8.

MARKED PAID.

TAX SEARCH

1924

Southeast quarter of Southeast quarter  
of Section 12, Township 7 South of  
Range 2 East.

Assessed to C.C. Berry,

Assessment Book 3, page 3.

MARKED PAID

TAX SEARCH

1925

Southeast quarter of Southeast quarter of  
Section 12, Township 7 South of Range 2  
East.

Assessed to C. C. Berry,

Assessment Book 3, page 3,

MARKED PAID

T A X S E A R C H

1 9 2 6

Southeast quarter of Southeast quarter of  
Section 12, Township 7 South of Range 2  
East.

Assessed to C. C. Berry,

Assessment Book 3 page 3.

MARKED PAID.

FAX SEARCH

1927

Southeast quarter of Southeast quarter of  
Section 12, Township 7 South of Range 2  
East

Assessed to C. C. Berry,

Assessment Book 5, page 3.

MARKED PAID



C E R T I F I C A T E

We, BEEBE & HALL, LAWYERS, hereby certify that the foregoing pages numbered 1 to 7, inclusive, comprise a full and complete supplemental abstract of the records of Baldwin County, Alabama, from the 9th day of October, 1922, to date, insofar as the same relate to the lands described in the caption.

And we further certify that there are no mortgages, judgments or other liens of record filed during such period affecting the title of said lands, other than herein shown, and that all taxes due for such period on said lands have been paid, except as herein noted.

Dated at Bay Minette, Alabama, this the 24th day of October, 1927.

BEEBE & HALL, LAWYERS,

By: *J. M. Hall*

S U P P L E M E N T A L

A B S T R A C T

O F

T I T L E

T O

Southeast quarter of Southeast  
quarter of Section twelve, Town-  
ship seven South of Range two  
East, Baldwin County, Alabama.

COMPILED BY

HARRY H. PARKER, ABSTRACTER,

FAIRHOPE, ALABAMA.

DECEMBER 31, 1928.

Nellie G. Berry and  
Carleton C. Berry, wife  
and husband,

to

J. T. Worcester.

( Warranty Deed;  
) Dated October 26 1927;  
( Acknowledged Same date, before  
) Frank J Christian, N.P. Cook Co Ill.;  
( (Seal)  
) Separate ack. of wife, same date, same  
( officer;  
) Filed for record Dec 29 1927 at 8.00 AM;  
( Cons: \$1.00 and other;  
) Witnesses: Harry M Heyland;  
( Mrs. Alice Green;  
) Recorded in Deed Book 44 NS Pages 287-8.

Conveys:-

"the following described real property situated  
in the County of Baldwin, State of Alabama, to-wit:  
That certain parcel of land being the South-East  
quarter of the South-East quarter of Section (12)  
Twelve, Township (7) Seven South, Range (2) Two,  
East in Baldwin County, Alabama, with all appurten-  
ances thereto, containing (40) Forty acres more  
or less.

T A X S E A R C H

1 9 2 8

Southeast quarter of Southeast quarter of  
Section 12, Township 7 South of Range 2  
East.

Assessed to J. T. Worcester,

Assessment Book, 2 page 199 Individual

Assessment #2, General assessment #1225.

MARKED PAID.

T A X   S E A R C H

1 9 2 9

Southeast quarter of Southeast quarter of  
Section 12, Township 7 South of Range 2  
East.

Assessed to J. T. Worcester,

Assessors Book not made up yet.

C E R T I F I C A T E

I, Harry H. Parker, Licensed Abstractor of land titles in Baldwin County, Alabama, hereby certify that the foregoing pages numbered 1 to 3, inclusive, comprise a full and complete supplemental abstract of the records of Baldwin County, Alabama, from the 24th day of October, 1927, to date, insofar as the same relate to the lands described in the caption.

And I further certify that there are no mortgages, judgments or other liens of record filed during such period affecting the title of said lands, other than herein shown, and that all taxes due for such period on said lands have been paid, except as herein noted.

Dated at Fairhope, Alabama, this the 31st day of December, 1928.

Harry H. Parker,  
Licensed Abstractor.

Abstract of title  
Continuation  
to

the following described land situate  
in Baldwin County, Alabama, to-wit:-

The Southeast quarter of  
the Southeast quarter of  
Section Twelve, Township  
Seven South, Range two  
East . . . . .

-----  
This is an abstract continuation, pre-  
pared for and at the request of J T.  
Worcester, to embrace only the period  
of time intervening between December  
31, 1928 and the date of the certifi-  
cate attached hereto.  
-----  
-

Since December 31, 1928.

The search for Judgments, Liens and Lis Pendans items has been made under the following names:

Worcester, J T.

The search for Tax Sales has been made under the following names :

None made. Period of continuation  
is covered in search shown below.

## TAXES

### DESCRIPTION:

SE $\frac{1}{2}$  of SE $\frac{1}{4}$  Sec 12, T7S R2E.

YEAR	BOOK	PAGE	NO.	TO WHOM ASSESSED.	MARKED PAID?
1929	2	202	1178	Worcester, J T. -----	yes.

Note: Taxes become due and payable on October 1st, and Delinquent on the next following January 1st, at which time penalties, interest and expenses begin to accumulate.

PAGE

4-

7/31/50



# ENCUMBRANCES

J T Worchester and Ruby  
Worchester, husband and  
wife.

Grantor

to

Baldwin County Building and  
Loan Association Grantee

Kind of Encumbrance Mortgage.

Dated April 17, 1930.

Acknowledged same date

Before Notary Public, Baldwin Co Ala.

Filed for Record April 22, 1930.

Recorded in Mortgage Book 48 Page 278-80

Consideration \$1200.00 Not stated when due.

Witness: none

## Description of Property Encumbered

all that real property in Baldwin County, Alabama, and described as follows, to-wit: The Southeast quarter (SE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section Twelve (12), Township seven (7), South, Range two (2) East; Lots one (1) to ten (10) inclusive in each of blocks fifty one (51), fifty two (52), and fifty three (53) according to map of River Park, on record in office of Judge of Probate, Baldwin County Alabama, in book "U" pages 198-199 thereof; Also all that portion of Section thirteen (13) Township seven (7) South, Range two (2) East, which lies west of Fish River and North of Water Hole and Green Branch, (excepting therefrom a piece fifteen (15) chains wide off east side which was sold to one Willaim Dorgan and excepting also following: Begin at Northwest corner said Section thirteen (13), run 1000 feet to Water Hole branch to gum tree marked by three (3) hacks on North side of tree and a pipe driven by stump of said tree thence westerly along margin of said branch to intersection of west line Section 13; thence North 80 feet to point of beginning, containing approximately four (4) acres).

## Release or Cancellation of Above named Encumbrance

to	Grantor	How made? By	
	Grantee	Dated	
Acknowledged			
Filed for Record			
Consideration			
		Recorded in Mortgage Book	Page

## Language of Cancellation or Release

*Review Dec 31-1928 only*

Certificate.

We, J. A. Ertzinger & Son, Licensed Abstracters of Baldwin County Land titles do hereby certify that we have made a careful examination of the indexes to such records of Baldwin County, Alabama, found in the offices of the Judge of Probate, Tax Assessor, Tax Collector of said Baldwin County, for Mortgages, Judgments, Liens, Lis Pendens, and other instruments of writing recorded in said County affecting the title to the lands described in the caption hereof, and find no instruments of record affecting the title to the lands in question, except as are herein noted in the foregoing pages numbered -1- to -2- inclusive, which pages compose a full, true and complete abstract of title to the said lands according to said indexes.

We further certify that no suits pending or judgments rendered out of any court of record affecting the title to said lands are disclosed thereby except such as are noted herein;

We further certify that there are no taxes due, nor any tax sales unredeemed for the past five years except as herein noted.

Dated at Bay Minette, the County seat of Baldwin County, Alabama, this 23 day of April 1930, at 3:30 PM

*J. A. Ertzinger & Son*  
LICENSED ABSTRACTERS.

12-77-2

ABSTRACTER'S NOTE.

A careful search of the indexes  
to the Land Records in the Office  
of the Judge of Probate of Baldwin  
County, Alabama, show no convey-  
ance out of Evie D. Hoyle or Mrs.  
George H. Hoyle to any of the lands  
described in the CAPTION to this  
abstract. -----

-----

Tract Book Volume One, Page 209.

Township 7 South Range 2 East, St. Stephens Meridian, State of Alabama.

Section 11 641.12 Acres.

E  $\frac{1}{2}$  of N E  $\frac{1}{4}$  Section 11, 80.14 Acres. Sold or Granted to Joseph W Frost.  
Date of Sale Mch 7 1849. Number of Certificate or Warrant 20624.

Date of Military Act 1847.

N W  $\frac{1}{4}$  of N E  $\frac{1}{4}$  Section 11, 40.07 Acres. Sold or granted to Julius Bosage.

Date of Sale Dec 20 1869. Number of Certificate or Warrant 263.

S W  $\frac{1}{4}$  of N E  $\frac{1}{4}$  Section 11, 40.07 Acres. Sold or Granted to Issac H. Benner.

Date of Sale July 18 1856. Number of Certificate or Warrant 14207.

N E  $\frac{1}{4}$  of N W  $\frac{1}{4}$  Section 11, 40.07 Acres. Sold or Granted to Julius Bosage.

Date of Sale Dec 20 1869. Number of Certificate or Warrant 263.

N W  $\frac{1}{4}$  of N W  $\frac{1}{4}$  Section 11, 40.07 Acres. Sold or Granted to Issac H. Benner.

Date of Sale Jany 18 1856. Number of Certificate or Warrant 14207.

S E  $\frac{1}{4}$  of N W  $\frac{1}{4}$  Section 11, 40.07 Acres. Sold or granted to Issac H. Benner.

Date of Sale Jany 18 1856. Number of Certificate or Warrant 14207.

S W  $\frac{1}{4}$  of N W  $\frac{1}{4}$  Section 11, 40.07 Acres. Sold or Granted to Issac H. Benner.

Date of Sale Jany 18 1856. Number of Certificate or Warrant 14207.

E  $\frac{1}{2}$  of S E  $\frac{1}{4}$  Section 11, 80.14 Acres. Sold or Granted to Joseph W. Frost.

Date of Sale Mch 7 1849. Number of Certificate or Warrant 20624.

Date of Military Act 1847.

W  $\frac{1}{2}$  of S E  $\frac{1}{4}$  Section 11, 80.14 Acres. Sold or granted to Lemuel Walker.

Date of Sale Oct 15 1848. Number of Certificate or Warrant 9478.

N E  $\frac{1}{4}$  of S W  $\frac{1}{4}$  Section 11, 40.07 Acres. Sold or Granted to John A. Fulford.

Date of Sale Dec 18 1869. Number of Certificate or Warrant 262.

N W  $\frac{1}{4}$  of S W  $\frac{1}{4}$  Section 11, 40.07 Acres. Sold or Granted to John A. Fulford.

Date of Sale Dec 18 1869. Number of Certificate or Warrant 262.

S E  $\frac{1}{4}$  of S W  $\frac{1}{4}$  Section 11, 40.07 Acres. Sold or granted to John A. Fulford.

Date of Sale Dec 18 1869. Number of Certificate or Warrant 262.

S W  $\frac{1}{4}$  of S W  $\frac{1}{4}$  Section 11, 40.07 Acres. Sold or Granted to John A. Fulford.

Date of Sale Dec 18 1869. Number of Certificate or Warrant 262.

United States of America  
By James Buchanan,  
President,

To

George E. Sherwin.

Patent

Dated February 1 1860

Issued on Graduation A. F. Certificate  
No. 15013

Filed for Record January 28 1895

Recorded in Record Book "T", Page 667

It is Properly Indexed.

Conveys:-

"For The North East quarter of the North West quarter and the South Half of the North East Quarter and the North West quarter of the South East quarter of Section Twelve in Township Seven South of Range Two East in the District of Lands subject to sale at St Stephens Alabama containing One hundred and Sixty acres and twenty eight hundredths of an acre according to the Official Plat of the Survey of the said lands, returned to the General Land Office by the Surveyor General, - - -

Recorded Vol. 24 Page 264, E.

## The Federal Land Bank of New Orleans

## TRANSFERS OF TITLE

<u>United States of America</u>  <u>By John Tyler, President,</u>  <div style="text-align: right;">GRANTOR</div>  <div style="text-align: center;">TO</div>  <u>William de Forest Holly,</u>  <u>Jacob Baptiste and David</u>  <u>Stephenson.</u>  <div style="text-align: right;">GRANTEE</div>	Kind of Conveyance <u>Land Patent (Certified copy)</u> Any Reservation to Grantor <u>None.</u> Date of Conveyance <u>March 10 1843.</u> Date of Acknowledgment <u>None.</u> Before Whom <u>- - - - -</u> Grantor Married or Single <u>- - - - -</u> Separate Acknowledgment of Wife <u>- - - - -</u> Before Whom <u>- - - - -</u> Date of Filing for Record <u>- - - - -</u> Recorded in <u>- - - - -</u> Book No. <u>- - - - -</u> Page <u>- - - - -</u> Dower or Homestead conveyed properly <u>Yes.</u> Is it properly indexed? <u>- - - - -</u> Are names of all Signers in body of Conveyance? <u>Yes.</u> Consideration \$ <u>Cert. 6913.</u> Is it paid? <u>Yes.</u> <u>None.</u> WITNESS: { <u>- - - - -</u> <u>- - - - -</u>
--	---

## DESCRIPTION OF PROPERTY CONVEYED

Give Description as in Deed and Also Show Any and all Kind of Reservations

"for the Subdivisions numbered three, four, nine and ten of fractional Section seven, in Township seven South, of Range two East, in the District of Lands subject to sale at St. Stephens, Alabama, Containing one hundred and eighty eight acres and six hundredths of an acre, according to the official plat of the survey of the said Lands, returned to the General Land Office by the SURVEYOR GENERAL;

RECITES:- "as tenants in common and not as joint tenants".

STATE AND COUNTY TAXES.

1930. Tax Assessors Book. Vol. 2, Page 205. Beat 10. Elva D. Troyer. Assessment

Marked Pd.

1931. Tax Assessors Book. Vol. 2, Page 212. Beat 10. Elva D. Troyer. Assessment

Marked Pd.

1932. Tax Assessors Book. Vol. 2, Page 212. Beat 10. Elva D. Troyer. Assessment

Marked Pd.

1932. Tax Assessors Book. Vol. 2, Page 212. Beat 10. Elva D. Troyer. Assessment

Marked Pd.

1933. Tax Assessors Book. Vol. P-Z, Page 1285. Beat 10. Elva D. Troyer. Assessment

Marked Pd.

1934. Tax Assessors Book. Vol. 3, Page 1312. Beat 10. Mrs. Elva D. Troyer. Tract 32 River Park. 5 Ac. S 1 T 7 S R 2 E.

Marked Pd.

1935. Tax Assessors Book. Vol. P-Z, Page 1285. Beat 10. Mrs. Elva D. Troyer. Tract 32 River Park. 5 Ac. S 1 T 7 S R 2 E.

MARKED Partial Pd.

1936. Tax Assessors Book. Vol. \_\_\_\_\_ Page \_\_\_\_\_. Beat 10. Bank of Fairhope. Assessment \_\_\_\_\_. Tract 32 River Park. 5 Ac. S 1 T 7 S R 2 E.

NOT DUE Until Oct. 1. 1936.

George E. Sherwin and wife  
Caroline K Sherwin,

To

F. J. McCoy.

Warranty Deed

Dated April 7 1858

Acknowledged May 7 1858, before  
William Brooks J Peace, Mobile Co Ala.,  
Grantors are married

No separate acknowledgment of wife

Filed for Record June 21 1858

Recorded in Record "G", Pages 415-416

It is Properly Indexed

Names of all signers are in body of conveyance as shown above

Cons:- \$900.00 It is paid

Witness: William Brooks.

Conveys:-

"All that Certain Part and Parcel of land lying, being and situate in the County of Baldwin, State of Alabama, Known and described as the North half of the North East quarter of Section Number two, North west quarter of the North west quarter Section number one, - the West half and North East quarter of the North west quarter, South half of the North East quarter - North west quarter of the South East quarter and the North half of the South West quarter of Section Twelve, - and the South west quarter of Section Ten all in Township Seven, South Range Two East containing Six hundred and one 3/100 acres being More or less, - - -

Signed:- Geo.E.Sherwin; Caroline K Sherwin.



(CAPTION)

#114

Abstract of Title

of the

Lands of Mr John Fleming

in

Baldwin County, State of Alabama.

Description

The Southeast quarter of the  
Southeast quarter of Section  
Twelve Township Seven South  
of Range Two East - - - -

#

#

#

#

#

#

Copy

EN 12/12/20 NE 1900 SE 1/4 Sec 34 T50S R1E 30th Township  
County Holding Company

1/20

Transfer of Title

United States by  
Theodore Roosevelt  
President.

To  
Oswald Forster.

United States Patent

Dated July 6 1908

Filed for record April 28 1909

Recorded in Deed Book 14 NS Pages 420-1.

It is properly indexed

Names of all signors are in body of conveyance

Cons: Cert #21,310

Description of property conveyed

"The Southeast quarter of the Southeast quarter of Section Twelve in Town  
Township Seven South of Range Two East of St Stephens Meridian, Alabama,  
containing forty and seven hundredths acres - - - - -"

Transfer of Title

Oswold Forster and  
Martha Forster, his  
wife.

To  
Owen George Coltman

Warranty Deed  
Dated March 3 1910  
Acknowledged same date  
Before W H W Harding NP Baldwin Co Ala.,  
Grantors are married  
Wife acknowledged separately  
Before same official  
Filed March 16, 1910  
Recorded in Deed Book 15NS Page 648  
It is properly indexed  
Names of all signors are in body of convey-  
ance  
Consideration: \$1.00 and other It is paid.

Description of Property Conveyed

"The Southeast quarter of the Southeast quarter of Section twelve in 1  
Township Seven South of Range Two East, of St Stephens Meridian Alama con-  
taining forty acres and seven hundredths acres - - - - -"



Encumbrances

Owen George Coltman and  
E S Coltman, his wife,

To

Oswald Forster and  
Martha Forster.

Mortgage

-not dated-

Acknowledged March 3 1910

Before W H W Harding NP Baldwin Co Ala.,

Filed for record March 28 1910

Recorded in Mortgage Book #9 Page 448

Cons: \$1,600.00 When due? see below

Witness: W H W Harding.

Description of Property Encumbered

"In Baldwin County, State of Alabama, to-wit: - the Southeast quarter  
of the Southeast quarter of Section Twelve in Township Seven South of  
Range two East of St Stephens Meridian Alabama, containing forty and  
Seven hundredths acres - - - -

Consideration is stated as follows \$1200.00 paid March 10, 1910

Balance due in 5 years - - - - -

Release or Cancellation of Above named Encumbrance.

Oswald Forster and Martha (Release made across margin of instrument  
Forster, by J H H Smith, Made by J H H Smith, Attorney in fact  
Atty-in-fact. (Dated February 16 1911

To

Owen George Coltman and (Consideration "Full payment"  
E S Coltman, his wife. (Recorded in Mortgage Book 9 Page 448

Language of Cancellation or release

By power vested in me by Power of attorney recorded in Miscellaneous  
Record No 2, I hereby certify that Owen George Forster has received  
full payment and complete satisfaction of the debt secured by this  
mortgage and hereby cancel and discharge the same this 16th day of  
February, 1911.

Attest:

Jesse M Smith.

Oswald Forster  
Martha Forster  
by J H H Smith  
Atty-in-fact..

Abstracters note:

In the foregoing mortgage, the body of the instrument recites "Oswald Forster, his wife Martha Forster - - in hand paid by Owen George Coltman, his wife E S Coltman " &c - - While instrument bears signature of Owen George Coltman and E S Coltman.

Instrument seems to be very badly mixed up in a number of ways, but it is assumed that same should have properly been from Coltman to Forster, in as much as Forster deeded to Coltman on the same day as mortgage was made and mortgage was doubtlessly given as part consideration.

The instrument is cancelled, as appears from Abstract, by all parties in interest (see following and foregoing items. The acknowledgement to mortgage was that of Coltmans.

Release or Cancellation of Above named Encumbrance

Owen George Coltman, E S	(Release made across face instrument
Coltman, Oswald Forster,	(Made by J H H Smith, atty-in-fact.
Martha Forster by	(Dated June 28, 1912.
J H H Smith, Atty-in-fact.	(Cons: "full payment"
	(Recorded in Mortgage Book 9 Page 448

Language of Cancellation or Release

Full payment and complete satisfaction for the debt secured by this instrument having been made, same is hereby cancelled and discharged this 28th day of June, 1912.

Attest:	Owen George Coltman
S A Berry,	E S Coltman
Clerk.	Oswald Forster
	Martha Forster

Notation in red: "This cancellation is made to correct names in above cancellation of Feb. 16th, 1911."

Transfer of Title

Oswald Forster and  
Martha Forster, his  
wife.

To  
J H H Smith.

Power of Attorney

December 9th, 1910

Acknowledged same date

Before P Y Albright NP Baldwin Co Ala.,

Grantors are married

No separate ack., of wife

Filed for record December 19, 1910

Recorded on Mscl Book 2 Page 3

It is properly indexed

Names of all signors are in body of convey-  
ance

, Recites:-

Have made, constituted and appointed and by these presents do make, con-  
stitute and appoint J H H Smith a true and lawful attorney for them and  
and in their name, place and stead - to cancel a certain mortgage made by  
and between Oswald Forster and Martha Forster, his wife, as parties of the  
the first part and Owen G George Coltman and E S Coltman as parties of the  
the second part, on - - - SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12 Twp 7 South Range  
2 East Baldwin County, Alabama, and recorded in Record book No 9 Mtgs  
page 448 in the office of the Probate Judge of Baldwin County, Alabama

-----  
Giving and granting to the said attorney full power and authority in  
the premises to do, execute, perform, fulfill and conclude for them and  
in their name and stead, all and singular acts, matters and things what-  
soever. - - - in as ample a manner as they might if personally present  
-----



Transfer of Title

Owen George Coltman and  
E S Coltman, his wife.

To  
J H H Smith.

Power of Attorney

Dated December 9, 1910.

Acknowledged same date

Before P Y Albright NP Baldwin Co Ala.,

Grantors are married

No Separate acknowledgment of wife

Filed June 20, 1911

Recorded in Mscl Book 2 Page 6

It is properly indexed

Names of all signors are in body of conveyance.

Recites:

Have made, constituted and appointed and by these presents do make, constitute and appoint J H H Smith - - - true and lawful attorney for them and in their name, place and stead - to cancel a certain mortgage made by and between Oswalt Forster and Martha Forster, his wife, as parties of the first part and Owen George Coltman, and E S Coltman, his wife, as parties of the second part on - - - SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12 Twp 7 South Range Two East, Baldwin County, Alabama, and recorded in Record book No 9 mtgs page 448 in the office of the Probate Judge of Baldwin County, Alabama,

Giving and granting to the said attorney full power and authority in the premises to do, execute, perform, fulfill and conclude for them and in their name and stead, all and singular acts, matters and things soever - - - in as ample a manner as they might do if personally present - - -

Transfer of Title

Oswalt Forster and  
Martha Forster, his  
wife.

To  
J H H Smith.

Power of Attorney  
Dated February 3, 1911  
Acknowledged same date  
Before P Y Albright NP Baldwin Co Ala.,  
Grantors are married  
No separate acknowledgment of wife  
Filed for record February 4, 1911  
Recorded in Msc Book 2 Page 7  
It is properly indexed  
Names of all signors are in body of convey-  
ance

Recites:

"have made, constituted and appointed and by these presents do make, constitute and appoint J H H Smith - - true and lawful attorney for them and in their name, place and stead - - to cancel a certain mortgage made by and between Owen George Coltman and his wife E S Coltman, as parties of the first part and Oswalt Forster and his wife, Martha Forster, as parties of the second part, on SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 12 Twp 7 South Range 2 East, Baldwin County, Alabama, and recorded in record book No 9 Mtgs page 448 in the office of the Probate Judge of Baldwin County, Alabama - - -

Giving and granting to the said attorney full power and authority in the premises to do, execute, perform, fulfill and conclude for them and in their name and stead, all and singular acts, matters and things whatsoever - - in as ample a manner as they might do if personally present.

### Transfer of Title

Owen George Coltman and  
E S Coltman, his wife,  
To  
Nellie C Stephens.

Warranty Deed  
Dated December 9, 1910  
Acknowledged same date  
Before P Y Albright NP Baldwin Co Ala.,  
Grantors are married  
Wife acknowledged separately  
Before same official  
Filed for record February 10, 1911  
Recorded in Deed Book 16NS Page 683  
It is properly indexed  
Names of all signors are in body of convey-  
ance.  
Cons: \$1.00 and other It is paid.  
Witness: P Y Albright

### Description of Property Conveyed

In Baldwin County, Alabama, described as follows: - - -  
The SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 12 Twp 7 South Range 2 East containing 40  
and 7/10 acres, more or less - - - - -

### Encumbrances

Nellie C Stephens and  
Thomas C Stephens, her  
husband.  
To  
John Fleming.

Mortgage  
Dated June 27, 1912  
Acknowledged same date  
Before P Y Albright NP Baldwin Co Ala,  
Filed for record July 2 1912  
Recorded in Mortgage Book #12 Page 437  
Cons: \$300.00 Due June 27, 1913

### Description of Property Encumbered

The SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12 Twp 7 South Range 2 East Baldwin County,  
Alabama, containing 40 and 7/10 acres, more or less -----



Court Proceedings

State of Alabama

-vs-

Nellie C Stephens..

{ in the Probate Court of  
{ Baldwin County, Ala.,  
{ Delinquent Docket  
{ #12 Page 124..

Proceedings in the above

Recites rendition of decree in aforementioned court for the sale of  
SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec 12 T7S R2E for taxes due thereon for 1916.

Transfer of Title

Nellie C Stephens by  
Tax Collector.  
To  
State of Alabama.

Tax Sale  
Dated June 1 1917.  
Recorded in Sales Book 4 Page 113  
It is properly indexed  
Names of all signors are in body of convey-  
ance.  
Cons: \$19.80 It is paid.

Description of Property Conveyed

Set of SE $\frac{1}{4}$	S 12	T 7S	R 2E
-------------------------	---------	---------	---------

### Transfer of Title

State of Alabama,  
by Judge of Probate  
To  
John Fleming.

Redemption Certificate  
Dated April 30 1918  
Recorded in Sales Book 4 Page 113  
It is properly indexed  
Names of all signers are in body of convey-  
ance  
Cons: \$38.87 It is paid.

### Description of Property Conveyed

Recites redemption of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec 12 T7S R2E from tax sale of  
June 1 1917. Consideration of \$38.87.

### Transfer of Title

Nellie C Stephens and  
Thomas C Stephens, her  
husband, by  
Charles Hall, Auctioneer.  
To  
John Fleming.

Mortgagees Deed  
Dated October 23, 1917  
Acknowledged same date  
Before Cornelia Hall NP Baldwin Co Ala.,  
Filed October 25, 1917  
Recorded in Deed Book 26NS Page 429.  
It is properly indexed  
Names of all signors are in body of conveyance  
Cons: \$585.00 It is paid

#### Recites:-

Whereas on the 27th day of June 1912, Nellie C Stephens and Thomas C Stephens, executed a certain mortgage to John Fleming to secure an indebtedness mentioned therein, said mortgage being recorded at Page 437 of Volume 12 of Mortgages of the records of Baldwin County, Alabama, and

Whereas default was made - - and whereas property was advertised for sale for three weeks and whereas in strict compliance with the power of sale contained in said mortgage, property was offered for sale to highest bidder for cash - - on October 19th, 1917 at the door of the Court House - - and same was purchased by John Fleming, the mortgagee, for the sum of \$585.00 - - highest and best bid therefor - - - and whereas Charles Hall as auctioneer conducted the said sale - - Now therefore - - -

"in Baldwin County, Alabama, Viz: All the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12 Township 7 South Range 2 East, Baldwin County, Alabama, containing 40 and 7/10 acres, more or less - - -

Dated at Bay Minette, Baldwin County, Alabama, this 13th day of February 1922 at 10:00-AM-- J A Ertzinger and Son Licensed Abstracters.



Transfer of Title

John Fleming,  
"Widower"  
To  
Gust Fisher.

Warranty Deed  
Dated February 7, 1922  
Acknowledged February 8, 1922  
Before Gladys Lowell NP Baldwin Co Ala.,  
Grantor is single  
Filed for record February 21, 1922  
Recorded in Deed Book 31NS Page 532  
It is properly indexed  
Names of all signors are in body of convey-  
ance  
Consideration: \$1.00 and other. It is paid  
Witness: J O Wolff

Description of Property Conveyed

"All the Southeast quarter of the Southeast quarter of Section twelve (12) Township Seven (7) South Range Two (2) East, Baldwin County, Alabama containing forty (40) and seven tenths (.7) acres, more or less - - -

Dated at Bay Minette, Baldwin County, Alabama, this 9th day of October, 1922 at 4:00 o'clock P.M.

J A Ertzinger & Son.  
Licensed Abstracters.

S U P P L E M E N T A L

A B S T R A C T

O F

T I T L E

T O

Southeast quarter of Southeast  
quarter of Section twelve, Town-  
ship seven South of Range two  
East, Baldwin County, Alabama.

COMPILED BY  
BEEBE & HALL, LAWYERS,  
BAY MINETTE, ALABAMA.  
OCTOBER 24, 1927.

Gust Fisher, unmarried,

to

Nellie G. Berry.

) Warranty Deed;  
( Dated October 13, 1922;  
( Acknowledged Same date;  
( Before: N. P. Baldwin County, Ala.(S)  
( Filed for record November 22, 1922;  
( Consideration : \$1.00, etc;  
( Witness: Alex J. Melville;  
( Recorded 32 NS page 502;  
(  
(

Conveys.

All that real property in Baldwin County, Alabama,  
described as follows.  
Southeast quarter of Southeast quarter of Section  
12 Township 7 South of Range 2 East, Baldwin County,  
Alabama. Containing 40.7 acres.

T A X S E A R C H

L 9 222

Southeast quarter of Southeast quarter of  
Section 12, Township 7 South of Range 3??  
East.

Assessed to Nellie C. Stevens,

Assessment Book, 2 page 187.

MARKED PAID:



T A X S E A R C H

1 9 2 3

Southeast quarter of Southeast quarter of  
Section 12, Township 7 South of Range 2  
East.

Assessed to Gust Fisher

Assessment Book 3, page 8.

MARKED PAID.

T A X   S E A R C H

1 9 2 4

Southeast quarter of Southeast quarter  
of Section 12, Township 7 South of  
Range 2 East.

Assessed to C.C.Berry,

Assessment Book 3, page 3.

MARKED PAID.

T A X   S E A R C H

1 9 2 5

Southeast quarter of Southeast quarter of  
Section 12, Township 7 South of Range 2  
East.

Assessed to C. C. Berry,

Assessment Book 3, page 3,

MARKED PAID.



C E R T I F I C A T E .

I hereby certify that I have examined the records of Baldwin County, Alabama, and find;

(1) No conveyances of the premises described in the caption hereto, executed by any of the parties named herein as grantor or grantee, shown thereby to have been recorded in the office of the Judge of Probate, except as noted in the foregoing continuance of abstract, consisting of items numbered 1 to ---- inclusive.

(2) No judgements rendered in any court of record in said county against any of the parties named herein at any time prior to the date hereof, ~~xxxxxx~~

(3) No tax sales or forfeitures of said premises appearing of record as had at any time, not marked as cancelled or paid, except as noted.

Dated at Fairhope, Alabama, this the 8th day of January, 1931.

*Frank W. Allen*  
Licensed Abstractor.



Continuation of Abstract to the  
W $\frac{1}{2}$  of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of section  
17. T 7 S. R 5 E for Anton Ropos.

Beginning on the 20th day of October, 1920, and continuing to the 8th day of January, 1931, at 12m

Taxes.

1926 Assessed to Anton Ropos, Book 3, page 75, #368  
Marked PD

1927 Assessed to Anton Ropos Book 3, page 76 #369  
Marked PD

1928 Assessed to Anton Ropos Book 3, page 80 #370  
Marked PD

1929 Assessed to Anton Ropos Book 3 page 81 # 371  
Marked PD

1930 Assessed to Anton Ropos, Book 3, page 70 #378  
Marked PD

No adverse claimants shown on the land book.

T A X   S E A R C H

1 9 2 6

Southeast quarter of Southeast quarter of  
Section 12, Township 7 South of Range 2  
East.

Assessed to C. C. Berry,

Assessment Book 3, page 3.

MARKED PAID.



T A X S E A R C H

1 9 2 7

Southeast quarter of Southeast quarter of  
Section 12, Township 7 South of Range 2  
East

Assessed to C. C. Perry,

Assessment Book 3, Page 3.

MARKED PAID.

# C E R T I F I C A T E

We, BEEBE & HALL, LAWYERS, hereby certify that the foregoing pages numbered 1 to 7, inclusive, comprise a full and complete supplemental abstract of the records of Baldwin County, Alabama, from the 9th day of October, 1922, to date, insofar as the same relate to the lands described in the caption.

And we further certify that there are no mortgages, judgments or other liens of record filed during such period affecting the title of said lands, other than herein shown; and that all taxes due for such period on said lands have been paid, except as herein noted.

Dated at Bay Minette, Alabama, this the 24th day of October, 1927.

BEEBE & HALL, LAWYERS,

By: H M Hall

SUPPLEMENTAL

ABSTRACT

OF

TITLE

TO

Southeast quarter of Southeast  
quarter of Section twelve, Town-  
ship seven South of Range two  
East, Baldwin County, Alabama.

COMPILED BY

HARRY H. PARKER, ABTRACTER,  
FAIRMORE, ALABAMA.

DECEMBER 31, 1938.

Nellie G. Berry and  
Carleton C. Berry, wife  
and husband,

to

J. H. Worcester.

Warranty Deed;

Dated October 26 1927;

Acknowledged Same date, before  
Frank J. Christian, T. F. Cook Co. Ill.;  
(Seal)

Separate ack. of wife, same date, same  
officer;

Filed for record Dec 29 1927 at 8.00 AM;  
Cons: \$1.00 and other;

Witnesses: Harry H. Heyland;  
Mrs. Alice Green;

Recorded in Deed Book 44 KS Pages 287-8.

Conveys:-

The following described real property situated  
in the County of Baldwin, State of Alabama, to-wit:  
That certain parcel of land being the South-East  
quarter of the South-East quarter of Section (13)  
Twelve, Township (7) Seven South, Range (2) Two,  
East in Baldwin County, Alabama, with all appurten-  
ances thereto, containing (40) Forty acres more  
or less.



TAX SEARCH

1920

Southeast quarter of Southeast quarter of  
Section 12, Township 7 South of Range 2  
East.

Assessed to J. T. Worcester.

Assessment Book, 2 page 198 Individual

Assessment #2, General assessment #2225.

MARKED PAID.

T A X   S T A R C H

1 9 2 9

Southeast quarter of Southeast quarter of  
Section 12, Township 7 South of Range 2  
East.

Assessed to J. T. Foreester,

Assessors Book not made up yet.



C E R T I F I C A T E

I, Harry H. Parker, Licensed Abstractor of Land titles in Baldwin County, Alabama, hereby certify that the foregoing pages numbered 1 to 3, inclusive, comprise a full and complete supplemental abstract of the records of Baldwin County, Alabama, from the 24th day of October, 1927, to date, insofar as the same relate to the lands described in the caption.

And I further certify that there are no mortgages, judgments or other liens of record filed during such period affecting the title of said lands, other than herein shown, and that all taxes due for such period on said lands have been paid, except as herein noted.

Dated at Fairhope, Alabama, this the 31st day of December, 1928.

HHP

Licensed Abstractor.

C E R T I F I C A T E

I, Harry H. Parker, Licensed Abstractor of land titles in Baldwin County, Alabama, hereby certify that the