

60-09-0020-417

quit claim Deed.

George H. Hoyle and

None.

None.

Evie D. Hoyle, his wife,

November 26 1897.

in Baldwin Co Ala.

Married.

None.

November 27 1897.

Record

124.

L. E. Edmondson.

Yes.

Yes.

1.00

Yes.

None.

THIS CONVEYANCE IMMEDIATELY FOLLOWS THE CONVEYANCE FROM GEORGE F. CYPERT AND LORA M. CYPERT, ON PAGE 123-124, RECD BOOK "A".

INCITES:- The State of Alabama)

Baldwin County - ) Know all men by these presents that we,  
George H Hoyle and Evie D. Hoyle wife of said Geo. H. Hoyle in consideration  
of the sum of one dollar to us in hand paid, the receipt of which is hereby  
acknowledged, do hereby quit-claim to L. E. Edmondson, all our claim or in-  
terest in the lands embraced in the foregoing deed, to wit; the interest of  
George F. Cypert and Lora M. Cypert, his wife, in Sec. 20, Twp 5 S.R. 2.W.

(Signed) George H. Hoyle

Evie D. Hoyle.

CO-09-0020-417

Warranty Deed.

None.

December 7 1857.

Rechristed 1859.

J Peace Baldwin Co Ala.

Married.

None.

November 5 1860.

ReCDrd

"H"

17-173.

Samuel W Foster.

Yes.

Yes.

225.00

Yes.

H. C. McGill,

L. C. Edmondson.

All that Piece, Parcel or lot of land lying in Baldwin County, State of Alabama, in Section twenty, Township five Range two East, beginning twenty four feet south of a lot of land sold to Robert Callaway ( the twenty four feet is left by Cybert for a Public road, running South thirty Rods, east Eighty Rods, North thirty Rods, west Eighty Rods, along the Public Road to the place of beginning, Containing fifteen Acres, - - - - -

RECITES:- "And Nancy Cybert wife of the said Francis Cybert in Consideration of One Dollar, to her Paid, the receipt whereof she doth hereby acknowledge, doth hereby release and relinquish to Samuel W. Foster his heirs and assigns all her right and title of Dower, in and to the above mentioned premises.

Signed:- Francis Cybert; Nancy X Cybert.

THIS CONVEYANCE IS INSERTED FOR INFORMATION TO LOCATE THE LOT DESCRIBED IN THE CAPTION TO THIS ABSTRACT.

CO-09-0020-417

warranty Deed.

None.

Mary M Barnett, Widow

April 30 1886.

April 30 1886.

Judge of Probate Baldwin Co Ala.

Single.

1000.00 00

May 5 1886.

Record

"O"

170-171.

Josaphine Saunders.

Yes.

Yes.

One half mile south of Herbert's Creek on rd 36 Yes.

South east corner of rd 100.00 1886 Yes.

One acre and a half of land bounded by rd 100.00 1886 Yes.

None. No tax or other charges.

"All That certain piece or parcel of Land Situate in the County of Baldwin State of Alabama towit, Beginning Seventy rods from the North west corner of Section Twenty Township Five Range Two east on the West line running south ten rods thence East Twenty rods, thence North Ten rods, thence West Twenty rods to the place of beginning, Containing One acre and one quarter Bounded East by Jonah Stokes South by Francis Cybert West by William L Howard & North by Martin Camp.

THIS CONVEYANCE IS INTENDED FOR INFORMATION TO LOCATE THE LOT DESCRIBED IN THE CAPTION TO THIS ABSTRACT.

CO-09-0020-417

Quit Claim Deed.

Thomas F. Cypert and M.E. Cy-  
pert, husband and wife, and  
Benjamin F. Cypert,

None.

November 12 1897.

November 12 1897.

NP Kaufman Co Texas,(S).

See Note.

None.

-----  
November 27 1897.

Record

"X" 126-127.

Yes.

-----  
See Note.

50.00

Yes.

I. N. Hamilton,

A.E.Barnes.

"All of our interest in Section twenty in Township Five (5) South of Range two (-) East in Baldwin County, Alabama, said interest acquired by us as heirs at law of Francis Cypert, deceased."

NOTE:- Signed: T. F. Cypert,  
B. F. Cypert,  
her  
M. E. X Cypert.  
mark

States that Benjamin F. Cypert is unmarried in acknowledgment, others as shown in body of conveyance.

CO-09-0020-417

warranty Deed.

None.

Chas Hall and

November 11 1902.

November 11 1902.

Mattie Hall, his wife,

Cik Ct Court Baldwin Co Ala.

Married.

Yes.

Same officer.

November 18 1902, 5.30PM.

Deed 5 MS 498-499.

Elijah L. Wilson.

Yes.

Yes.

Yes.

10.00 and other val.

Yes.

W. Gasque Hall,

J. W. Voltz.

"the following described lands situated in Baldwin County, Alabama, to-wit: Beginning at South West corner of a lot of land sold to Margaret A. Pope, running East twelve (12) Rods and eighteen (18) links, thence North twelve (12) Rods and eighteen (18) links, thence East seven (7) Rods and seven (7) links, thence South twenty-one (21) Rods and eighteen (18) links, thence West nineteen (19) Rods and twenty-five (25) links, thence North nine (9) Rods to place of beginning, containing two (2) acres, more or less, bounded North by lands formerly belonging to Margaret A. Pope, on the east by the Annis A. Edmondson tract and on the south by the estate of S.W. Foster, deceased, and west by William L. Howard, being the same piece of land conveyed Hiram C. McPill by Wm Watson and Ann Jane Watson by deed bearing date the 1st day of May 1869, and being the same land conveyed to Chas Hall by Hiram C. McPill et als, by deed bearing date Nov. 19th, 1887; Also that parcel of land beginning at the South-past corner of the lot formerly owned by Mary A. Barnett and by Josephine Saunders, the deeds to said Barnett and said Saunders are recorded in the Baldwin County records in Book "Q" at pages 169, 170.

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Decd Book 5 PG, pages 498-499, - page -

171, run thence past from the said south-east corner of the said Barnett lot twenty rods, thence run south to within twenty-four feet of the S.W. Foster lot, as described in a deed from Larkin E. Edmondson and wife to Chas Hall, said deed bearing date August, 31st, 1895 and recorded in book "H" page 159 to lot, thence run west twenty rods and thence run north on the east line of the two acre lot herein above described to the said south-east corner of the said Harry H. Barnett lot; (And other lands not included in the caption to this abstract).

AFTER Barnett lot; "Also, that certain other parcel of land described as follows; Beginning twenty-four (24) feet south of the lot of land sold to ROBERT Calloway, the twenty-four feet is left by Cyperf for a public road, running South Thirty (30) Rods, East eighty (80) rods, north Thirty (30) Rods and West Eighty (80) Rods along the Public road to the place of beginning, containing fifteen (15) Acres, in Section Twenty (20) Township (5) five South of Range (2) East, being the same land conveyed to S.W. Foster by Francis Cyperf by deed dated December A.D. 1857 and recorded in the Court of Records of Baldwin County in deed Book "H" pages 172 and 173, said deed recorded November 13th, 1860, being the same property conveyed to Chas Hall by Larkin E. Edmondson and wife, by deed dated August 31st, 1895; containing in the whole nineteen and one half acres, more or less, all of said above described land being in Section Twenty (20), in Township Five (5) South of Range Two (2) East, -- -

~~W<sup>h</sup>o w<sup>h</sup>o b<sup>h</sup>u<sup>u</sup> l<sup>l</sup>iw j<sup>j</sup>as i<sup>i</sup>nt to a<sup>a</sup>m<sup>m</sup>ai<sup>i</sup>o<sup>o</sup>ri<sup>r</sup>g e<sup>e</sup> a<sup>a</sup>nd<sup>d</sup> b<sup>b</sup>u<sup>u</sup> d<sup>d</sup>o<sup>o</sup>n<sup>n</sup>a s<sup>s</sup> o<sup>o</sup>f<sup>f</sup> t<sup>t</sup>h<sup>h</sup>e<sup>e</sup> r<sup>r</sup>o<sup>o</sup>ad<sup>d</sup> .  
e<sup>e</sup>x<sup>x</sup>am<sup>m</sup> o<sup>o</sup>f<sup>f</sup> b<sup>b</sup>u<sup>u</sup> b<sup>b</sup>u<sup>u</sup> d<sup>d</sup>o<sup>o</sup>n<sup>n</sup>a s<sup>s</sup> a<sup>a</sup>s<sup>s</sup> t<sup>t</sup>h<sup>h</sup>e<sup>e</sup> r<sup>r</sup>o<sup>o</sup>ad<sup>d</sup> .  
-n<sup>n</sup>o<sup>o</sup> n<sup>n</sup>o<sup>o</sup> o<sup>o</sup>l<sup>l</sup>in<sup>g</sup> r<sup>r</sup>o<sup>o</sup>ad<sup>d</sup> t<sup>t</sup>o<sup>o</sup> e<sup>e</sup>xt<sup>x</sup>end<sup>d</sup> i<sup>i</sup> s<sup>s</sup> u<sup>u</sup>ns<sup>s</sup>ec<sup>c</sup>re<sup>r</sup>te<sup>t</sup> .  
v<sup>v</sup>er<sup>r</sup>e<sup>e</sup>o<sup>o</sup>g<sup>g</sup> i<sup>i</sup> f<sup>f</sup>or<sup>r</sup> b<sup>b</sup>u<sup>u</sup> b<sup>b</sup>u<sup>u</sup> d<sup>d</sup>o<sup>o</sup>n<sup>n</sup>a s<sup>s</sup> f<sup>f</sup>or<sup>r</sup> t<sup>t</sup>o<sup>o</sup> e<sup>e</sup>xt<sup>x</sup>end<sup>d</sup> .  
.l<sup>l</sup>iw a<sup>a</sup>int<sup>t</sup> to a<sup>a</sup>m<sup>m</sup>ai<sup>i</sup>o<sup>o</sup>ri<sup>r</sup>g e<sup>e</sup> a<sup>a</sup>nd<sup>d</sup> b<sup>b</sup>u<sup>u</sup> d<sup>d</sup>o<sup>o</sup>n<sup>n</sup>a s<sup>s</sup> f<sup>f</sup>or<sup>r</sup> t<sup>t</sup>o<sup>o</sup> e<sup>e</sup>xt<sup>x</sup>end<sup>d</sup> .~~

~~W<sup>h</sup>o w<sup>h</sup>o b<sup>h</sup>u<sup>u</sup> l<sup>l</sup>iw j<sup>j</sup>as i<sup>i</sup>nt to a<sup>a</sup>m<sup>m</sup>ai<sup>i</sup>o<sup>o</sup>ri<sup>r</sup>g e<sup>e</sup> a<sup>a</sup>nd<sup>d</sup> b<sup>b</sup>u<sup>u</sup> d<sup>d</sup>o<sup>o</sup>n<sup>n</sup>a s<sup>s</sup> o<sup>o</sup>f<sup>f</sup> t<sup>t</sup>h<sup>h</sup>e<sup>e</sup> r<sup>r</sup>o<sup>o</sup>ad<sup>d</sup> .  
e<sup>e</sup>x<sup>x</sup>am<sup>m</sup> o<sup>o</sup>f<sup>f</sup> b<sup>b</sup>u<sup>u</sup> b<sup>b</sup>u<sup>u</sup> d<sup>d</sup>o<sup>o</sup>n<sup>n</sup>a s<sup>s</sup> a<sup>a</sup>s<sup>s</sup> t<sup>t</sup>h<sup>h</sup>e<sup>e</sup> r<sup>r</sup>o<sup>o</sup>ad<sup>d</sup> .  
-n<sup>n</sup>o<sup>o</sup> n<sup>n</sup>o<sup>o</sup> o<sup>o</sup>l<sup>l</sup>in<sup>g</sup> r<sup>r</sup>o<sup>o</sup>ad<sup>d</sup> t<sup>t</sup>o<sup>o</sup> e<sup>e</sup>xt<sup>x</sup>end<sup>d</sup> i<sup>i</sup> s<sup>s</sup> u<sup>u</sup>ns<sup>s</sup>ec<sup>c</sup>re<sup>r</sup>te<sup>t</sup> .  
v<sup>v</sup>er<sup>r</sup>e<sup>e</sup>o<sup>o</sup>g<sup>g</sup> i<sup>i</sup> f<sup>f</sup>or<sup>r</sup> b<sup>b</sup>u<sup>u</sup> b<sup>b</sup>u<sup>u</sup> d<sup>d</sup>o<sup>o</sup>n<sup>n</sup>a s<sup>s</sup> f<sup>f</sup>or<sup>r</sup> t<sup>t</sup>o<sup>o</sup> e<sup>e</sup>xt<sup>x</sup>end<sup>d</sup> .  
.l<sup>l</sup>iw a<sup>a</sup>int<sup>t</sup> to a<sup>a</sup>m<sup>m</sup>ai<sup>i</sup>o<sup>o</sup>ri<sup>r</sup>g e<sup>e</sup> a<sup>a</sup>nd<sup>d</sup> b<sup>b</sup>u<sup>u</sup> d<sup>d</sup>o<sup>o</sup>n<sup>n</sup>a s<sup>s</sup> f<sup>f</sup>or<sup>r</sup> t<sup>t</sup>o<sup>o</sup> e<sup>e</sup>xt<sup>x</sup>end<sup>d</sup> .~~

~~W<sup>h</sup>o w<sup>h</sup>o b<sup>h</sup>u<sup>u</sup> l<sup>l</sup>iw j<sup>j</sup>as i<sup>i</sup>nt to a<sup>a</sup>m<sup>m</sup>ai<sup>i</sup>o<sup>o</sup>ri<sup>r</sup>g e<sup>e</sup> a<sup>a</sup>nd<sup>d</sup> b<sup>b</sup>u<sup>u</sup> d<sup>d</sup>o<sup>o</sup>n<sup>n</sup>a s<sup>s</sup> o<sup>o</sup>f<sup>f</sup> t<sup>t</sup>h<sup>h</sup>e<sup>e</sup> r<sup>r</sup>o<sup>o</sup>ad<sup>d</sup> .  
e<sup>e</sup>x<sup>x</sup>am<sup>m</sup> o<sup>o</sup>f<sup>f</sup> b<sup>b</sup>u<sup>u</sup> b<sup>b</sup>u<sup>u</sup> d<sup>d</sup>o<sup>o</sup>n<sup>n</sup>a s<sup>s</sup> a<sup>a</sup>s<sup>s</sup> t<sup>t</sup>h<sup>h</sup>e<sup>e</sup> r<sup>r</sup>o<sup>o</sup>ad<sup>d</sup> .  
-n<sup>n</sup>o<sup>o</sup> n<sup>n</sup>o<sup>o</sup> o<sup>o</sup>l<sup>l</sup>in<sup>g</sup> r<sup>r</sup>o<sup>o</sup>ad<sup>d</sup> t<sup>t</sup>o<sup>o</sup> e<sup>e</sup>xt<sup>x</sup>end<sup>d</sup> i<sup>i</sup> s<sup>s</sup> u<sup>u</sup>ns<sup>s</sup>ec<sup>c</sup>re<sup>r</sup>te<sup>t</sup> .  
v<sup>v</sup>er<sup>r</sup>e<sup>e</sup>o<sup>o</sup>g<sup>g</sup> i<sup>i</sup> f<sup>f</sup>or<sup>r</sup> b<sup>b</sup>u<sup>u</sup> b<sup>b</sup>u<sup>u</sup> d<sup>d</sup>o<sup>o</sup>n<sup>n</sup>a s<sup>s</sup> f<sup>f</sup>or<sup>r</sup> t<sup>t</sup>o<sup>o</sup> e<sup>e</sup>xt<sup>x</sup>end<sup>d</sup> .  
.l<sup>l</sup>iw a<sup>a</sup>int<sup>t</sup> to a<sup>a</sup>m<sup>m</sup>ai<sup>i</sup>o<sup>o</sup>ri<sup>r</sup>g e<sup>e</sup> a<sup>a</sup>nd<sup>d</sup> b<sup>b</sup>u<sup>u</sup> d<sup>d</sup>o<sup>o</sup>n<sup>n</sup>a s<sup>s</sup> f<sup>f</sup>or<sup>r</sup> t<sup>t</sup>o<sup>o</sup> e<sup>e</sup>xt<sup>x</sup>end<sup>d</sup> .~~

CO-09-0020-417

Mlijah L. Wilson and  
Alphia S. Wilson, his wife,

Chas Hall.

Mortgage Deed with Power  
of Sale.  
November 1<sup>st</sup> 1902.

November 1<sup>st</sup> 1902.

MP Mobile Co. Ala.,

November 1<sup>st</sup> 1902, at 5.30 P.M.

Mtg. 3 639-640.

1,000.00 Sec Recital.

situated in the County of Baldwin in the State of Alabama, and more particularly known and described as follows, to-wit;

Beginning at south east corner of a lot of land sold to Margaret A. Pope, running East twelve (12) rods and eighteen (18) links, thence North twelve (12) rods and eighteen (18) links, thence East, seven (7) rods and seven (7) links, thence South twenty-one (21) rods and eighteen (18) links, thence East nineteen (19) rods and twenty-five (25) links, thence North nine (9) rods to place of beginning, containing two (2) acres, more or less, bounded North by lands formerly belonging to Margaret A. Pope, on the East by the Dennis A. Edmondson tract and on the South by the Estate of S. Foster, deceased, and West by William L. Howard, being the same piece of land conveyed to Hiram O. McGill by Wm. Watson and Ann Jane Watson by deed bearing date the 1st day of May 1869, and being the same land conveyed to Chas Hall by Hiram O. McGill et al., by deed bearing date Nov. 19th, 1887; also, that parcel of land beginning at the South-East corner of the lot formerly owned by Mary M. Barnett and by Josephine Saunders, the deeds to said Barnett and said Saunders are recorded in the Baldwin County records in Book "O" at pages 169, 170 & 171, run thence East from the said South-East corner of the said Barnett Lot twenty rods, thence run South to within twenty-four feet of the S. Foster lot, as described in a deed from Larkin A. Edmondson and wife to Chas Hall, said deed bearing date August, 1st, 1895 and recorded in Book "U" page 359 to scl, thence run West twenty rods and

# **CHANGE IN PROGRAM**

OUR WEEKLY  
**FREE! CASH NITE**

**SUNDAY** Night Instead of Saturday  
Is Money Nite This Week  
Will Draw for \$25.00 Sunday Nite  
Feb. 10th. Be There You May Win

On The Screen  
**"GIFT OF GAB" AND "SCARLET EMPRESS"**  
Also Two Reel Comedy and "Popeye"

## **VAUDEVILLE**

**Saturday at 8 and 10 P. M.**

GIRLS, GIRLS, GIRLS — IN

**"BIG CITY GIRL REVUE"**

MUSIC, SINGING — A BIG TOWN SHOW IN A SNAPPY MIDNITE OFFERING. DON'T  
MISS THIS BIG SHOW; PLAN NOW TO BE PRESENT.

It is a Whopping Good Show!  
THE 10:00 P. M. SHOW ESPECIALLY SNAPPY  
ON THE SCREEN "THE SCARLET EMPRESS"

**All Prices 10 & 25c**

**HUB THEATRE ROBERTSDALE**  
ALABAMA

CO-09-0020-417

Mortgage Book 3, Pages 639-640,

- page 2 -

thence run North on the East line of the two acre lot hereinabove described to the said South-east corner of the said Mary M. Barnett lot;

(And other land not described in the caption to this abstract)

all of said above described land being in Section twenty (20) in Township Five (5) South of Range Two (2) East.

RECITES:- Be it known by these presents, that Elijah L. Wilson, of said County, did on the 11th day of November, 1902 purchase from Chas Hall, the real property hereinafter described for which he has not paid therefor the full amount of the Purchase price, these being due on the said property to the said Hall the sum of One Thousand Dollars with legal rate of interest thereon, this deed of Mortgage made and entered into this the 12th day of November, 1902, - - - -  
first note for \$333.50 Due 12 months with interest from date.  
second note for \$333.50 Due 24 months with interest from date,  
Third note for \$333.50 Due 36 months with interest from date.

all of said notes being made payable at the First National Bank of Mobile, Alabama.

NOTE ON MARGIN OF PAGE 640, MTG.,BOOK 3.

I have received full payment of the debt secured by this mortgage and the notes therein mentioned and hereby cancel and discharge the same,

This 10th day of November, - 1903.

Witness, W. Gasque Hall, (Signed) Chas Hall.  
Clerk of probate Court.

AFTER: Barnett lot; also, that certain other parcel of land described as follows: Beginning twenty-four (24) feet South of the lot of land sold to Robert Calloway, the twenty-four (24) feet is left by Cyperf for a public road, running South thirty (30) rods, East eighty (80) rods, North thirty (30) rods and West eighty (80) rods along the public road to the place of beginning containing fifteen (15) acres in Section twenty (20) Township five (5) South of Range Two (2) EAsT, being the same land conveyed to S.W. Foster by Francis Cyperf by deed dated December A.D.1857 and recorded in the Court of records of Baldwin County in deed Book "H" pages 172 and 173, said deed recorded November 13th, 1860, being the same property conveyed to Chas Hall by Larkin E. Edmondson and wife by deed dated August 21st, 1895; containing in the whole nineteen and one half acres, more or less, all of said above described land being in Section twenty (20) in Township Five (5) South of Range Two (2) East.

CO-09-0020-417

Warranty Deed.

None.

October 1 1912.

October 1 1912.

NP Baldwin Co Ala.,(S).

Married.

Yes.

NP Baldwin Co Ala.,(S).

October 18 1912.

Deed 20 NS 164.

Yes.

Yes.

Yes.

500.00 and other val. Yes.

Wm P Randall.

"the following described lands situated in Baldwin County, Alabama, to wit:  
Beginning at South West corner of a lot of land sold to Margaret A. Pope,  
running East twelve (12) Rods and Eighteen (18) links, thence North twelve  
(12) Rods and Eighteen (18) links, thence East seven (7) Rods and seven (7)  
Links, thence South twenty one (21) Rods and Eighteen (18) links, thence  
West nineteen (19) Rods and twenty five (25) links, thence North Nine (9)  
Rods to place of beginning, containing two (2) acres more or less, bounded  
North by lands formerly belonging to Margaret A. Pope, on the East by the  
Annis A Edmondson tract and on the South by the Estate of S. W. Foster,  
deceased, and West by William L Howard, being the same piece of land con-  
veyed to Hiram O. McGill by Wm Watson and Ann Jane Watson by deed bearing  
date the 1st day of May 1869, and being the same land conveyed to Chas.  
Hall by Hiram O. McGill et al, by deed bearing date Nov 19th 1887. Also  
that parcel of land beginning at the South East corner of the lot formerly  
owned by Mary M. Barnett and by Josephine Saunders, the deeds to said Barnett  
and said Saunders are recorded in the Baldwin County records in Book "O" at  
pages 169, 170 and 171, run thence East from the said South East corner of  
the said Barnett Lot twenty rods, thence run South to within twenty four feet  
of the S.W. Foster lot, as described in a deed from Larkin E Edmondson and  
wife to Chas. Hall, said deed bearing date August 21st 1895 and recorded in  
Book "U" page 359 to 361, thence run West twenty rods and thence run North  
on the East line of the two acre lot herein above described to the said  
South East corner of the said Mary M. Barnett lot,) containing two and one  
half acres more or less - and containing in whole Four and one half acres  
more or less, all of said described land being in Section 20 Township 5  
South of Range 2 East. NOTE:- The separate acknowledgment

is only place where the instrument states that Zelpha B Wilson  
is the wife of Elijah L Wilson.

CO-09-0020-417

Road Deed.

Mrs. Sadie E Turner,  
widow,

See Recital.

December 11 1915.

December 11 1915.

NP Baldwin Co Ala.,

Single.

-----  
-----  
August 17 1916.

Deed 24 NS 625.

Yes.

-----  
Yes.

1.00

Yes.

None.

Baldwin County, Alabama.

"all the real property in Baldwin County, Alabama, described as follows,  
towit:

A strip of land (25) twenty five feet wide lying along East side of  
West boundary line of Section 20 T 5 S R 2 E bounded on North by young  
and on south by William Dryer.

RECITES:- To be used for the purpose of a public road.

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CD-09-0020-417

Warranty Deed With a Ven-  
erod Lien Reserved

November 28 1919.

November 28 1919.

NP Cuyahoga Co Ohio.,(s).

Single.

None.

- - - - -

February 28 1920-8.25AM.

Deed 29NS 287.

Yes.

Yes.

Yes.

\$500.00 and further sum of \$1500.00

Yes.

Frank L. Flickinger,

John J. Skinner,

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

Beginning at South west corner of a lot of land sold to Margaret A. Pope, running East 12 rods and 18 links, thence North 12 rods and 18 links, thence East 7 rods and 7 links, thence South 21 rods and 18 links, thence West 19 rods and 25 links, thence North 9 rods to place of beginning, containing two acres more or less, bounded north by lands formerly belonging to Margaret A. Pope, on the east by the Amnis A. Edmondson tract, on the south by the Estate of S.W. Foster, deceased, and west by William L. Howara, being the same piece pf land conveyed to Hiram O. McGill by Wm. Watson and Ann Jane Watson by deed bearing date the 1st, day of May 1869, and being the same land conveyed to Chas. Hall by Hiram O. McGill et al, by deed bearing date Nov. 19th 1887.

Also that parcel of land beginning at the Southeast corner of the lot formerly owned by Mary M. Barnett and by Josephine Saunders, the deeds to said Barnett and said Saunders are recorded in the Baldwin County records in Book O at pages 169, 170 and 171, run thence East from the South

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J. A. ERTZINGER & SON  
ABSTRACTS AND INSURANCE  
ESTABLISHED 1909  
BAY MINETTE, ALABAMA

Deed Book 29 NS, page 287, - page 2 -

east corner of the said Barnett lot Twenty rods, thence run South to within twenty four feet of the S.W. Foster lot, as described in a deed from Larkin E. Edmondson and wife to Chas. Hall, said deed bearing date August 21st, 1895, and recorded in Book U page 359-to 361, thence run West twenty rods and thence run North on the East line of the two acre lot herein above described to the said Southeast corner of the said Mary M. Barnett lot, containing two and one half acres more or less, and containing in whole Four and one half acres more or less, all of said described land being in Section 20, Township 5 South of Range 2 East.

RECEIVES:- A Vendor's lien is hereby expressly reserved upon the property above described to secure the deferred payment hereinabove referred to, as evidenced by three certain promissory notes of even date for Five hundred dollars each, herewith executed by party of the second part payable to party of the first part, in 6, 12 and 18 months, respectively after date, together with interest thereon at eight per cent per annum.

NOTE:- On Margin of Page 287, Deed Book 29NS.; For release of this Vendor's Lien Deed see 26 Mtgs, page 499.

Franklin Fire

**INSURANCE COMPANY**

**NEW YORK**

CLIFF G. KEY, STATE AGENT  
812-814 JACKSON BUILDING  
BIRMINGHAM, ALA.

S. W. BIGGER, SPECIAL AGENT  
W. J. ALDRED, SPECIAL AGENT

February 28, 1935

J. A. Ertzinger & Son, Agents  
Bay Minette  
Alabama

Dear Sir:

Enclosed please find draft for \$ 7.50 to the order  
of ..... Your agency in payment of claim under  
Policy No. 515

If any new facts or circumstances have developed since the loss was examined which would throw any doubt on the claim, please withhold payment and advise us fully.

If any attachment, third party order or other legal process affecting the payment of the loss is served upon the Company or its agent after the issuance of a draft, such draft will not be honored when presented for collection.

If such papers are served, it is important that you immediately notify this office by telegraph as soon as you become aware of any such process, for further instructions.

A policy is either reduced by the amount paid or cancelled in consideration of said payment. When the loss draft calls for the cancellation and surrender of the policy it must in all instances be attached to the draft when same is deposited for collection, otherwise it cannot be paid. No return premium is allowable on a policy so surrendered.

When a policy has been lost or destroyed it will be necessary to have a lost policy receipt with affidavit thereon signed by the assured and sworn to before a notary public and this must be attached to the draft in lieu of the policy.

If a loss clause is attached to the policy be sure to obtain the signature of the payee to the receipt on the back of the draft.

Please give this your careful attention.

Yours very truly,

*Cliff G. Key*  
State Agent

CO-09-0020-417

MORTGAGE RELEASE.

THE STATE OF ALABAMA.)

BALDWIN COUNTY.: ) I, Sadie E. Turner of the County of Baldwin,  
State of Alabama, do hereby acknowledge that a certain Mortgage or Lien  
bearing date the 28th day of November, A.D.1919, made and executed by  
Cicero L. Nelson and - - - to Sadie E. Turner, on the following described  
property situate and being in the County of Baldwin, State of Alabama,  
towit:

All that certain piece or parcel of land described in said mortgage  
containing four and one - half acres in Section 20, Township 5 South,  
Range 2 East,

and recorded in the office of the Probate Judge of the County of  
Baldwin, State of Alabama, in Book 29 NS Dec S, Page 287 on the 23rd day  
of February, A.D.,1920, is redeemed, paid off, satisfied and discharged  
in full.

WITNESS my hand and seal this 24th day of March, 1922.

Signed) Mrs. Sadie E. Turner.

Signed in the presence of

D. L. Taylor

H. Edmonds C.L.

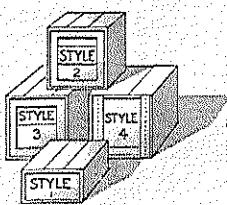
Acknowledged March 24 1922, before NP Cuyahoga Co Ohio, (S).

Filed for record March 29 1922.

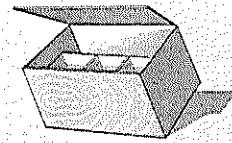
Recorded in Deed Book 26Mig. page 499.

# ANCHOR BOX & LUMBER CO.

## BOX MANUFACTURERS



PACKING BOXES — BOX SHOOKS — BOTTLERS BOXES  
SAWDUST AND SHAVINGS



PITTSBURGH, N.S.PA.  
MILLVALE STATION

Sept. 28, 1929. 31

Bay Minette Mfg. Co.  
Bay Minette, Ala.

Gentlemen:

We are in the market for the following rotary cut veneer, to be cut from Tupelo or Gum logs, as follows:

1 Car. 50% - 1/4 x 16 x 49  
25% - 1/4 x 16 x 45  
25% - 1/4 x 10-1/2 x 45.

1 Car. 75% - 1/4 x 14 x 42  
25% - 1/4 x 9 x 45.

1 Car. 3/16 x 10-1/2 x 50.

1 car. 5/16 x 10-1/4 x 40.

We would ask that you kindly quote your best delivered prices, also, how soon after receipt of order you could begin shipments.

Shipments to be made on same order as above specified.

Thanking you in advance for your prompt attention, we beg to remain.

Very truly yours,

Anchor Box & Lumber Co.

Wm. T. Conlon  
P.M.T.

WTC:WLW

CO-09-0020-417

Warranty Deed with Vendor's Lien.

Charles Hall and

Vendor's Lien Reserved.

January 5 1918.

Mottie Hall, his wife,

February 14 1918.

NP Baldwin Co Ala., (S).

Married.

None.

February 20 1918, S.M.

L. E. Edmondson, Annie Edmondson Mason, wife of Dr. W.C.

Deeds 26 NS 663.

Yes.

Mason, Harold Edmondson and Grady Hamilton Edmonson.

Yes.

1.00 and \$50.00 Lien.

yes.

None.

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

All of our interest in Section Twenty (20) in township five (5) south of range two (2) East. Being the same property conveyed to the grantors herein as per deed of record in the office of the Judge of Probate of Baldwin County, Alabama, recorded in Book X of Deeds, page 126-127.

INCIDES:- A Vendor's Lien is hereby expressly reserved upon the property above described to secure the deferred payment hereinbefore referred to as evidenced by a certain promissory note of even date -- payable to Charles Hall of the first part on the 31st, day of March, 1919, - together with interest thereon at eight percent per annum from date until paid -

NOTE. Written across face of instrument appears the following:-

The note secured by the Vendor's lien mentioned in this conveyance has been paid and the said Lien is hereby discharged. This day 26 - 1919  
Attest Jas M Voltz (Signed) Charles Hall.

Judge of Probate  
by J.W. Kessler Clerk.

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CO-09-0020-417

Warranty Deed.

None.

January 20 1923.

January 20 1923.

NP Mobile Co Ala.,(S).

Married.

Yes.

NP Mobile Co Ala.,(S).

March 7 1923 at 8 AM.

Deed 32 NS 650.

Yes.

Yes.

Yes,

2,000.00

Yes.

None.

"the following described lands situated in Baldwin County, Alabama, to-wit:  
Beginning at the Northwest corner of Section Twenty (20) Township Five  
(5) South, Range Two (2) East: Thence South 1536 feet, thence East 25 feet  
for a beginning corner; Thence East 195 feet, thence North 209.88 feet,  
thence East 459.12 feet, thence South 358.4 feet, thence West 652 feet,  
thence North 148.5 feet to place of beginning, containing 4.4 acres and being  
the same land conveyed by Sadie E. Turner to Cicero L. Nelson by deed dated  
November 28, 1919 and recorded in Deed Book No.29 N.S. page 287.

Deed Book 52 NS, Pages 116-117.

REAL ESTATE CONTRACT

THIS AGREEMENT made and entered into this 5th day of October 1951, by and between P. J. Gallagher and Emma Gallagher his wife, of Foley Baldwin County, Ala., hereinafter called the party of the first part and S. W. Pickens and Veva A. Pickens his wife, hereinafter called the party of the second part, witnesseth:-

That the said party of the first part agrees to sell to the said party of the second part, at and for the sum of one thousand (\$1000.00) dollars to be paid for as hereinafter stated, a certain lot or parcel of land situated in the County of Baldwin, State of Alabama, known and described as follows, to wit:-

Beginning at the Northwest Corner of Section twenty (20) Township Five (5) South, Range Two (2) East: Thence South 1566 feet, Thence East 25 feet for a beginning corner: Thence East 195 feet: Thence North 209.88 feet: Thence East 458.12 feet: Thence South 558.4 feet; Thence West 652 feet: Thence North 148.5 feet to place of beginning containing 4.4 acres.

The party of the second part agrees and promises to purchase the said described property and to pay for same the sum of One thousand (\$1000.00) in payments as follows, One hundred and fifty (\$150.00) dollars cash, the receipt of which is hereby acknowledged and eight hundred and Fifty (\$850.00) dollars divided into forty-two monthly notes, forty notes for Twenty (\$20.00) dollars each and two for Twenty-five (\$25.00) dollars each, all notes bear interest at the rate of six per cent per annum and are due on the fifth day of each succeeding month until all are paid together with interest.

The party of the first part agree and bind themselves, their heirs and assigns, that upon the payment of all of the purchase money, with interest on same, to execute to the party of the second part, their heirs and assigns a good and sufficient warranty deed with covenants therein contained that the property is free from all encumbrances.

Party of the second part agrees that in case of failure to pay the balance of the purchase money when same is promised to be paid, The party of the first part - shall have the right to annul this contract and take possession of the property and retain all money paid hereon as liquidated damages.

This agreement shall extend and be binding upon the heirs, executors and administrators of the parties hereto.

In witness whereof, said parties have hereunto set their hands and seals in duplicate the date and year first above written.

W. E. Cooney

P. J. Gallagher

V. O. Lea

Emma Gallagher

S. W. Pickens

Veva A. Pickens

No Acknowledgment.

Filed for record Nov. 30, 1951, at 11.30 AM.

It is Properly Indexed.

FOR ASSIGNMENT OF THIS CONTRACT SEE NINT PAGE OF THIS ABSTRACT.

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Deed Book 52 NS, Pages 116-117.

State of Alabama  
County of Baldwin

For and in consideration of one dollar and other valuable considerations the receipt of which is hereby acknowledged, we P. J. Gallagher and Emma Gallagher his wife, hereby assign our interest in the within contract to M. L. Gallagher.

P J Gallagher

Emma Gallagher

Subscribed to and sworn before this 28th day of September 1931.

(SEAL)

W. E. Cooney

Notary Public Baldwin County Ala.

Filed for record November 30 1931 at 11.30 A.M.  
It is Properly Indexed.

CO-09-0020-417

Warranty Deed.

P. J. Gallagher and

None.

January 9 1935.

Emma Gallagher, his wife,

January 9 1935.

NP Baldwin Co Ala.,(S)

married.

Yes.

NP Baldwin Co Ala.,(S)

January 14 1935 at 9:15AM

Deed 56 NS 566.

Yes.

Yes.

Veva A. Pickens, his wife,

yes.

Jointly.

1.00 and other val.

yes.

None.

"the following described lands situated in Baldwin County, Alabama, to-wit:  
Beginning at the Northwest corner of Section Twenty (20) Township  
Five (5) South, Range Two (2) East; Thence South 1536 feet, thence East  
25 feet for a beginning corner; Thence East 195 feet, thence North  
209.88 feet, thence East 459.12 feet, thence South 358.4 feet, thence  
West 652 feet, thence North 148.5 feet to place of beginning, contain-  
ing 4.4 acres and being the same land conveyed by Cicero L. Nelson and  
Stella Nelson, his wife, to P. J. Gallagher and Emma Gallagher, his  
wife, by deed dated January 20 1923 and recorded in Deed Book No.32 NS,  
page 650.

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quit Claim Deed.

None.

January 11 1935.

January 11 1935.

NP Baldwin Co Ala., (S).

Single.

-----  
January 14 1935.

Deed : 56 NS 365-366.

S. W. Pickens and

Yes.

Yes.

Veva A. Pickens, husband and  
wife, Jointly.

Yes.

See Note.

Yes.

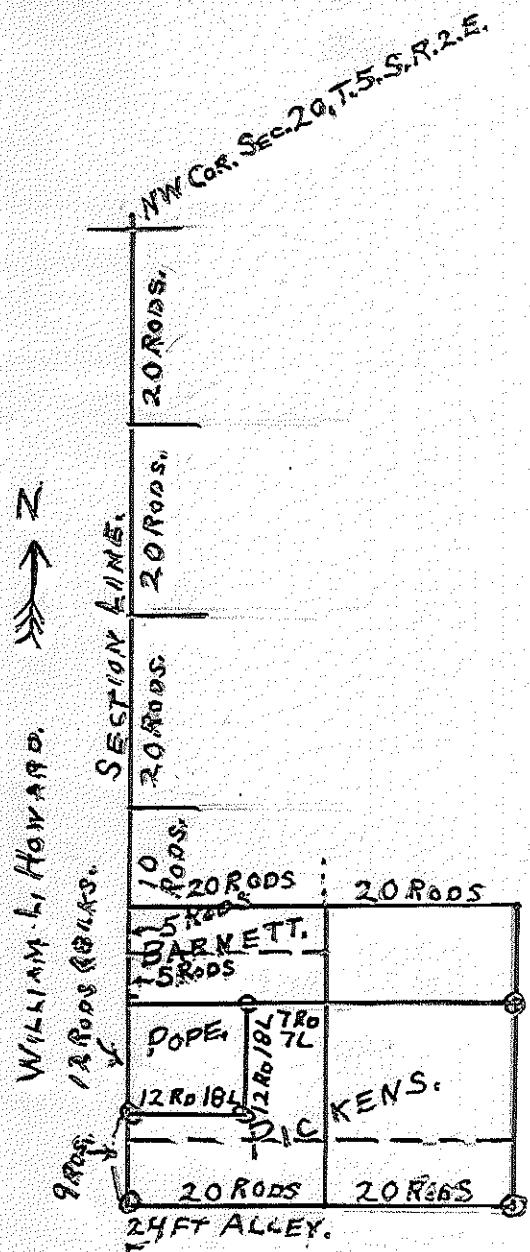
None.

"the following described real estate (or lands), to-wit:

Beginning at the Northwest Corner of Section twenty (20) Township Five (5) South, Range Two (2) East; Thence South 1536 feet, Thence East 25 feet for a beginning corner; Thence East 195 feet; Thence North 209.88 feet; Thence East 459.12 feet; Thence South 358.4 feet; Thence West 652 feet; Thence North 148.5 feet to place of beginning containing 4.4 acres, according to a Sales contract recorded the 30th day of November, 1931, in Deed Book 52 N.S. pages 116-117, which said contract was made by P. J. Gallagher and Emma Gallagher, his wife, to S. W. Pickens and Veva A. Pickens, his wife, and assigned to me, M. L. Gallagher by said P. J. Gallagher and Emma Gallagher, his wife on the 28th day of September 1931.

NOTE:- Recites: "That M. L. Gallagher, a single woman, in consideration of the sum of One Dollar and the further consideration of full payment for my interest in the herein described contract, to me in hand paid by - - -

CO-09-0020-417



Map showing location of S.W. Pickens lot with reference to various conveyances in this abstract.

CO-09-0020-417

STATE AND COUNTY TAXES.

1928. Tax Assessors Book. Vol. 2, Page 10. Beat 8. P.G. Gallagher, #1. Assessment #139. Begn at NW cor, of sec, 20 - 5 S - 2 thence S 1536 ft, E 25 ft, for begn cor, thence E 195 ft, N 209.88 ft, E 459.12 ft, S - 358 ft, W 652 ft, N 148 ft, to place of begn S 20 T 5 S R 2 E.

Marked Pd.

1929. Tax Assessors Book. Vol. 2, Page 9. Beat 8. P J Gallagher, #1. Assessment #136. Begn at NW cor, of sec, 20 - 5 S - 2 thence S 1536 ft, E 25 ft, for begn cor, thence E 195 ft, N 209.88 ft, E 459.12 ft, S 358 ft, W 652 ft, N 148 ft, to place of begn. S 20 T 5 S R 2.

Marked Pd.

1930. Tax Assessors Book. Vol. 2, Page 9. Beat 8. P J Gallagher, #1. Assessment #116. Begn at NW cor, sec, 21 - 5 S - 2 thence S 1536 ft, E 25 ft, for begn cor, thence E 195 ft, N 209.88 ft, E 459.12 ft, S 358 ft, W 652 ft, N 148 ft, to place of begn, S 20 T 5 S R 2.

Marked Pd.

1931. Tax Assessors Book. Vol. 2, Page 11. Beat 8. P J Gallagher, #1. Assessment #131. Begn at NW cor, sec 21 - 5 S - 2 thence S 1536 ft E 25 ft for begn cor, thence E 195 ft N 209.88 ft, E 459.12 ft, S 358 ft, W 652 ft, N 148 ft, to begin. S 20 T 5 S 2  
Marked Pd.

1932.

1932. The Tax Assessors Book for this year shows no assessment to the above described property but the Tax Assessors Book for 1933 shows back Taxes for 1932 assessed and PD.

1933. Tax Assessors Book. Vol. 1. Beat 8. S.W. Pickens. Assessment #365. Begn at NW Cor Sec 20 T 5 R 2 run S. 1540 ft, for begn Cor. thence E 210 ft. N 410 ft. E 470 ft S. 360 ft. W 660 ft to Begn. S 20 T 5 S R 2 4.4 Ac.  
Marked Pd. (Also Back taxes for 1932.)

1934. Tax Assessors Book. Vol. 1. Beat 8. S.W. Pickens. Assessment #319. Begn at NW cor sec 20 T 5 R 2 run S 1540 ft for begn cor. thence E 210 ft. N 410 ft. E 470 ft; S 360 ft, W 660 ft to begin. S 20 T 5 S R 2 4.4 Ac.  
Marked Pd.

1935. Tax Assessors Book. Vol. 2. Beat 8. S.W. Pickens. Assessment # Begin at NW. cor sec 20 T 5 R 2 run S 1540 ft for begn cor thence E, 210 ft N 410 ft E 470 ft S 360 ft W 660 ft to begin. S 20 T 5 S R 2 4.4 Ac.  
Not Due until Oct. 1, 1935.

CO-09-0020-417

TAXES OF TOWN OF DAPHNE, ALA.

The Tax Books of the Town of Daphne, Ala., show that the taxes for the years 1930 - 1931 - 1932 - 1933 - are marked pd.

The taxes for 1934 are all cancelled by action of the Town Council on account of not requiring them to be collected.

The Taxes for 1935 are not due until December 1st., 1935.

The Books of the Town of Daphne, Ala., show no action for recovery of back taxes due on the lands described in the caption to this abstract.

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SPECIAL ASSESSMENTS OF THE TOWN OF DAPHNE, ALA.

There are no SPECIAL ASSESSMENTS shown against the land described in the CAPTION to this abstract.

CO-09-0020-417

C E R T I F I C A T E

I, Harry H. Parker, Licensed Abstracter of Baldwin County land titles, do hereby certify that I have made a careful examination of the indexes to the land records of Baldwin County, Alabama, found in the offices of the Judge of Probate, Tax Assessor and Tax Collector of said County, for Mortgages, Judgments, Liens, Lis Pendens, and for other instruments of writing recorded in said County affecting the title to the lands described in the caption hereof, and find no instrument of record, affecting the title to the lands in question, except such as are noted in the foregoing pages, numbered 1 to 54 inclusive, which pages compose a full, true and complete Abstract of Title to the said lands, according to said indexes.

I 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 as herein noted.

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

I further certify that the Tax Collector for the Town of Daphne, Alabama, informs me that there are no taxes due against the said land except as herein noted.

Dated at Fairhope, Alabama, on the 23rd day of February, A. D., 1955,  
at 12 o'clock N.

HHP

Licensed Abstracter.

CO-09-0020-417

Merenio Matreea

INSTRUMENT      Warranty Deed.  
DATED            May 1, 1866.  
FILED            May 30, 1866.

-To-

Thomas Loftis

RECORDED        Deed Book H, Page 583-4

CONSIDERATION; \$125.00

ACKNOWLEDGED by Merenio Matreea May 1,  
1866, before Justice of Peace, Mobile  
County, Alabama.

CONVEYS:

being the South half of all that portion of Square No. 8, on  
the plat or survey of Gavin B. Yuelle, which lies East of the trail  
or public road which runs through the said square bounded on West by  
said public road, North by the part of said square belonging to H. D.  
Frolicstein, East and South by streets not known, containing 2.5  
acres, more or less, according to the fence now enclosing the same

CO-09-0020-417

Recorded in Record Book "F", Pages 38-40, page 2.

To have and to Hold, the above granted and described premises with the appurtenances unto the said parties of the second part their heirs and assigns to the sole and only proper use benefit, and behoof, of the said parties of the second part, their heirs and assigns forever, and the said William Yancy, for himself and his heirs, the above described and hereby granted and released premises and every part and parcel Thereof, with the hereditaments and appurtenances unto the said parties of the second part their heirs and assigns, against the said party of first, and his heirs and against all and every person and persons whomsoever lawfully claiming or to Claim The same shall and will Warrant and by these presents forever Defend, and Yancy wife of said William Yancy in Consideration of Ten Cents to her paid The receipt whereof she doth hereby acknowledge, doth hereby release and relinquish to Thomas Passas, Caroline Passas, Peter Passas and Joseph Passas heirs and assigns all her right and title of Dower in and to the above mentioned premises-

In Witness Whereof the parties to these presents have hereunto set their hand and seal the day & year first above Written  
Sealed & delivered in Presence of, (SIGNED) William Yancy  
John M. Walton Virginia Yancy  
Leicester Hall

The State of Alabama

SS

Baldwin County

Be it remembered that the above named partys appeared personally before me Miles G. Gaston J.P. and acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned to the aforesaid Thomas Passas, Caroline Passas, Peter Passas and Joseph Passas, and also appeared personally before me Virginia Yancy wife of said William Yancy who being Examined privately and apart from her said husband acknowledged that She signed sealed and delivered the said Deed freely & of her own accord and without any fear threats, or Compulsion of her said husband.

Given under my hand and seal this the 16 day of March, in the year of our Lord One thousand Eight hundred and fifty.

(SIGNED) Miles G. Gaston J.P.B.C.

Rec'd for Record March 16th 1850

Recorded March 18th 1850

A Crouch Clk.

CO-09-0020-417

Joseph Hunnerwell and  
Martha Hunnerwell,  
his wife.

Warranty Deed.  
March 11, 1867.  
Same date.

Justice Peace Baldwin Co, Ala.  
Yes.

No.

April 9, 1867.  
Deed H. Page 694-5.

Yes.

Yes.

80.00

None.

Polly Owens.

The following described tract of land being a part of fractional section No. 30 of township 5 South, range 2. East, bounded on the East by the County road, about one hundred and seventy yards West of the Section boundary line of section 29. and on the North , thirty feet South of the ~~bounds~~ late James Campbell and on the West and South by the lands of Joseph Hunnerwell, containing two acres, one acre wide North and South and, two acres East and West, comprising in all two acres. The said lot of land being in Baldwin County, and State of Alabamaforesaid.....

Note; See deed Polly Baker to Montrose Park Hotel Company. Dated sept. 2 , 1907 Recorded Deed Book 12NS. page 206-7 "erein shown on page-----  
Following.

\* CO-09-0020-417

Joseph Hunnerwell and  
Martha Hunnerwell,  
his wife,

Warranty Deed.

July 1, 1867

Same Date,

Justice Peace Baldwin Co., Ala.,  
Yes.

No.

July 3, 1871.

Deed

585-6

Yes,

Yes.

30.00

None.

a parcel

All that piece of land bounded on the South by the lands of Joseph Hunnerwell occupied by Henry Mackey, and on the west by the lands of Joseph Hunnerwell, on the North by lands of Joseph Hunnerwell occupied by Jackson, fronting on the County road one acre, and running west two acres,

NOTE: See Tax Deed Hanne Burden by John Purifoy Auditor,  
to Sarah I Tatum, Dated June 30, 1894 recorded Deed  
Book 12R6. page 3 shown as page,-- Hereinafter

CO - 09 - 0020 - 417

Joseph Hunnerwell and  
Martha Hunnerwell,

Warranty Deed,  
August 19, 1863  
Justice Peace  
Baldwin Co, Ala.

Yes

No,

George Parker.

May 28, 1874  
Deed "K" 83-90  
Yes.  
30,00 → Yes.  
None.

All that piece or parcel of land lying near Montrose bounded as follows, on the west by the County road, on the North by lands belonging to the Methodist Zion Church, on the East by the Section line, on the South by lands belonging to the party of first part, One acre, more or less, meaning to convey one half of an acre wide running east to the Section line about 2 acres deed - Section thirty, Township five Range 2, "ast...

Note; This instrument is shown for its value as information being excepted from the lands in question. It is shown for description of lands excepted.

CO-09-0020-417

91  
1/10  
4

1.15  
4  
572

Joseph Hunnerwell and  
Martha Hunnerwell,  
his wife.

Warranty Deed.  
January 11, 1870.  
January 12.1870.  
Notary Public, Baldwin Co, Ala,  
Yes.

No,

-----  
January 13.1870.  
Deed "I"

556-7  
Yes.

Sarah Robinson.

4112.00  
None.

Yes.

(All and singular those peices or portions of land being and lying in Baldwin County, State of Alabama. To-wit;) ----- Also those two tracts of land situated on the east side of Mobile Bay bounded as follows, to -wit. Commencing at a stake at high water mark on Mobile Bay said stake bearing from a live oak tree marked thus(x) S.1o30' East and distant twenty two (22) links and being the Southwest corner of the Dumford tract, thence running East thirty three 72/100 chains to a stake, thence South twenty three chains to a stake, thence west sixteen 75/100 chains to a stake, at high water mark thence running with the bay North 40o45' W. thence 82/100 chains to the place of beginning. containing fifty nine 1/10 acres more or less, being part of fractional fsection thirty, Township five South , Range two East, except one and Seventy five hundredths acres, on the Southwest of the above described land heretofore sold and now occupied by the heirs of Anson Harris, Also four acres on the North east corner that is to say four acres running from East to West by one acre running from North and South and a lot one acre front on the County road sold to Burdon which is hereby reserved. (Also one other tract of land conveyed by Cyrus Sibley as follows, Deed to said Lancaster dated the 19th, day of July 1851, being part and parcel of fractional section No. thirty of Township five South, Range two East, beginning at a point which is the Northeast corner of the above described tract of land and a part of the Thomas Dumford tract, and distant from high water mark(33.70/100) thirty three 70/100 chains, thence east to the west boundry line of section twenty nine(29) thence South on said section line twenty three chains thence west to the southwest corner of the above noticed tract of land sold by Cyrus Sibley and wife to James Y. Alston and thence North to the Place of beginning, containing forty six,(46) acres, or there abouts.....)

CO-09-0020-417

Sarah Robins.

Unknown.

ABSTRACTERS NOTAATION:

Abstracter has made careful search of the indexes to Deeds of Baldwin County, under the letter "R" in General Index direct number One. and under subdivision "Ro" to Rz. of General Index to Deeds #2, and under subdivision "Ro" of General Index to deeds #3 of Baldwin County, down to the present date for conveyances, made by "Sarah Robins" and was unable to find any conveyance or deed which would divest her of the title gained under the foregoing deed.

Abstracter has also made a careful search of the indexes to Estates of this County and not find any "Sarah Robins" estate produced here,

-----

CD-09-0020-417

Ala. No. 6

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

Francis Cyperf and Nancy Cyperf  
his wife,

GRANTOR

TO

Easter McCoy.

GRANTEE

Kind of Conveyance	Warranty Deed.
Any Reservation to Grantor	None.
Date of Conveyance	September 21, 1872.
Date of Acknowledgment	October 3, 1872.
Before Whom	NP Baldwin Co Ala.,
Grantor Married or Single	Married.
Separate Acknowledgment of Wife	No.
Before Whom	-----
Date of Filing for Record	January 13, 1874.
Recorded in Record Book No.	"K",
Page	14-15.
Dower or Homestead Conveyed Properly	No.
Is it Properly Indexed?	Yes.
Are names of all Signers in Body of Conveyance?	Yes.
Consideration \$ 40.00.	Is it Paid? Yes.
WITNESS { None.	

**DESCRIPTION OF PROPERTY CONVEYED**

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

This Indenture made the Twenty first day of September in the year of our Lord one thousand eight hundred and Seventy two, Between Francis Cyperf and Nancy Cyperf his wife of the County of Baldwin State of Alabama of the first part, and Easter McCoy of the second part, Witnesseth; That the said party of the first part, for and in Consideration of the Sum of Forty Dollars, lawful money of the United States of America, to us in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the second part, her heirs, executors and administrators forever released and discharged from the same by these presents, Have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm, to the said party of the second part, her heirs and assigns forever, All and Singular, Certain piece, parcel or lot of land lying and being in Baldwin County, State of Alabama in Section 20, Township Beginning at the South East Corner of a lot of land belonging to William Andrew Broadus, running South twenty rods, West eighty Rods, North Twenty Rods, East Eighty Rods to the place of beginning, Containing Ten acres, bounded on the north by Andrew Broadus and Edna Caton, East by Cyperf, South by John Watson, West by James Douglas. Together with the tenements, hereditaments, rights, members; privileges and appurtenances, unto the above mentioned and described premises, belonging, or in anywise appertaining:

CO-09-0020-417

Recorded in Record Book "K", Pages 14-15, page 2.

To have and to hold, the above granted and described premises, with the appurtenances, unto the said party of the second part, her heirs and assigns, to the sole and proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever. And the said Francis Cypert Nancy Cypert his wife, for themselves and their heirs, the above described and hereby granted and released premises, and every part and part and parcel thereof with the hereditaments and appurtenances, unto the said party of the second part, her heirs and assigns, against the said party of the first part, and their heirs, and against all and every person and persons, whomsoever, lawfully claiming or to claim the same, shall and will Maintain, and by these Presents forever Defend.

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

The State of Alabama)  
Baldwin County )

(SIGNED) Francis Cypert (LS)  
Nancy Cypert (LS)

I, John Wilson, Notary Public hereby Certify that Francis Cypert and Nancy Cypert his wife, whose names are signed to the foregoing Conveyance, and who are Known to me, acknowledged before me, on this day, that being informed of the Contents of the Conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand this Third day of October A D 1872.

(SIGNED) John Wilson  
Notary Public. B. C.

Received Record January 13th 1874  
Recorded January 13th 1874.

W. H. Gasque, Judge.

X  
Martha Hunnerwell

Warranty Deed.  
September 4, 1877.  
September 11, 1877.  
Notary Public, Baldwin Co, Ala.  
not stated.

*Sarah J. Tatums*

February 12, 1878.  
Deed Book 6, page 604-5  
Yes.  
1000.00 Yes.  
None.

That piece and parcel of land lying and being in said County of Baldwin, State of Alabama, to-wit; That portion of Fractional section thirty (30) commencing at the Southeast corner of the Thomas Dunford tract, running thence South on the West boundary line of section twenty nine (29) twenty three (23) chains to a point on the south side of the Red Gulley, thence west five 62 chains to the County road at the edge of the gulley, eight 50 chains to the opposite side of the gully at nineteen (19) chains crossed the gully, twenty one 25 crossed it again, twenty nine 30 to a pond, thirty nine 30(39), 30 chains to Mobile Bay thence with the meanders of the said bay to the Southwest corner of the Dunford tract, being a point due west from the beginning distant fifty nine (59) chains the number of acres contained in the entire tract is one hundred and thirteen 04 $\frac{1}{2}$ /100 (113.04 $\frac{1}{2}$ ) reserving one .75 (1.75) acres in the South west corner mentioned in deed to Sarah Robins from Hunnerwell & wife. Also reserving in the North East corner of said described tract of land twenty one 42/100 21.42 acres as follows- Commencing at the corner running west fourteen 37 chains, thence South fourteen 90 (14.90) chains, thence ~~west~~ fourteen 37(14.37) chains thence North on the west boundary line of section twenty nine(29) Fourteen 90 (14.90) chains. The reserved by Mrs. Hunnerwell for parties who purchase the same from her, the net amount herein conveyed to the party of the second part being eighty nine 87/100 (89.87)acres, all in T.5So R, 2 East,.....

CO-09-0020-417

Martha Hunnerwell.

Quit Claim Deed.

August 12, 1878.

August 13, 1878

Notary Public, Baldwin Co, Ala.  
not stated,

-----  
September 1, 1881.

Deed Book M page 193-4.

Yes.

Yes.

50,00

two,

Julia Walker.

Oct  
1st  
Rec

All my right, title, interest and claim in or to the following described land, to-wit; Commencing on section line dividing section 29 and 30, 7. 74/100 chains South of the Se. corner of the Thomas Durnford tract, running thence South 3.84/100 chains to a post, thence west 6.34/100 chains to the County road, thence Northward with said road to a point ~~west of the~~ beginning, thence East 7.00/100 chains to the beginning, containing 2.16/100 acres in section 30, Township 5 South of Range 2 East.....

NOTE: This instrument is shown herein for its value as information and not because it has any direct bearing on the title to the title the lands in question.

Isaac Austin Born May 14, 1902, Daphne,  
his mother Lucy Walker Austin was  
Julia Walker's daughter George Austin Father,

CO-09-0020-417

CAPTION  
PARTIAL  
ABSTRACT OF TITLE

OF

Lands of Isaac Austin

Baldwin

County, State of Alabama

DESCRIPTION:

All that property in Section 30, Township 5 South, Range 2 East described as follows: to-wit "Commencing on section line dividing section 29 and 30, 7. 74/100 chains South of the SE. corner of the Thomas Durnford tract, running thence South 3.84/100 chains to a post, thence west 6.34/100 chains to the County Road, thence Northward with said road to a point West of the point of beginning, thence East 7.00/100 chains to the beginning, containing 2.16/100 acres."

# 12

~~Total acreage of captioned property~~

Exceptions and Reservations :

(D-09-0020-417

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

Martha Hunnerwell

: Kind of Conveyance Quit Claim Deed.

: Any Reservation to Grantor \_\_\_\_\_

: Date of Conveyance August 12, 1878.

GRANTOR

: Date of Acknowledgment August 15, 1878.

TO

: Before Whom Notary Public, Baldwin Co, Ala.

Julia Walker.

: Grantor Married or Single not stated,

: Separate Acknowledgment of Wife - - -

: Before Whom - - -

: Date of Filing for Record September 1, 1881

: Recorded in Deed Book No. MPg. 193-4.

CONSIDERATION: \$ 50,00

: Dower or Homestead Conveyed  
Properly

Is It Paid? Yes.

: Is it Properly Indexed? Yes.

: Are Names of All Signers in Body

: of Conveyance: Yes.

: WITNESS( two)

-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 my right, title, interest and claim in or to the following described land, to-wit; Commencing on section line dividing section 29 and 30, 7. 74/100 chains South of the Se. Corner of the Thomas Durnford tract, running thence South 3.64/100 chains to a post, thence west 8.34/100 chains to the County Road, thence Northward with said road to a point West of the point of beginning, thence East 7.00/100 chains to the beginning, containing 2.16/100 acres in section 30, Township 5 South or Range 2 East.....

CO-09-0020-417

Martna Humerwell to Julia Walker; quit claim deed, 1878.

the following described land; to-wit:- Commencing on the Section line dividing Sections 29 and 30, 7.74 chains South of the Southeast corner of the Thomas Burnford tract, running thence South 3.84 chains to post; thence West 6.34 chains to the County Road; thence Northward with said road to a point West of the point of beginning; thence East 7.00 chains to the beginning, containing 2.16 acres in section 30, Township 5 South, Range 2 East.....

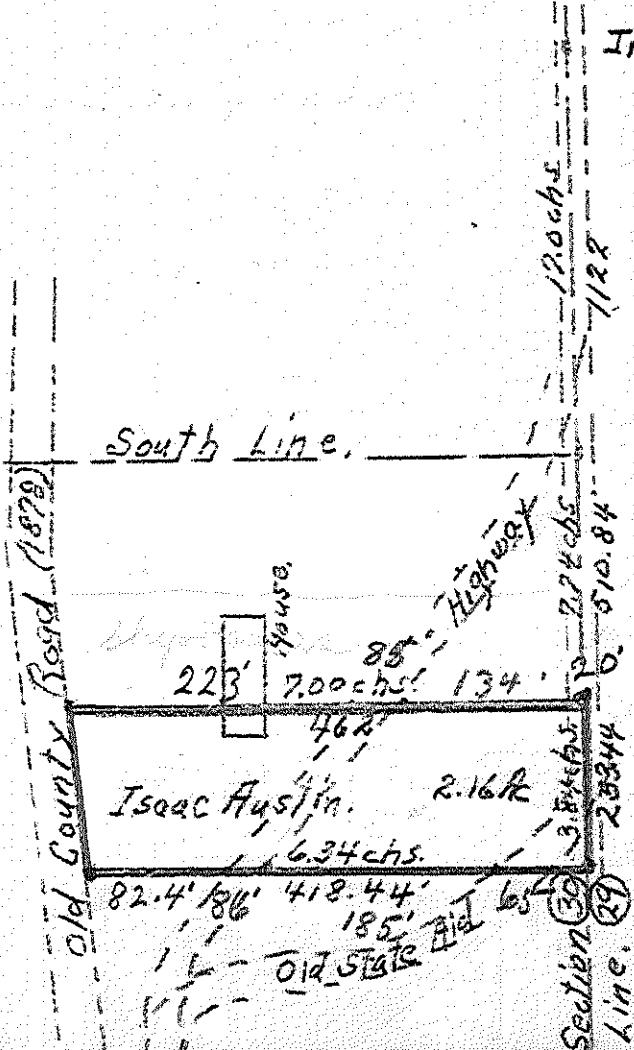
Julia Walker's, daughter; Melvina Taylor, Assessed in 17 or 18

Isaac Austin, Grandson, Loxley, Ala,

Iron Pipe.

Burnford

South Line.



CD-09-0020-417

Thomas Loftis and Nora  
Anne Loftis, his wife

INSTRUMENT Mortgage  
D. REC'D 2 Feb 1895  
FILED 21 Mar 1895 at 5:00 PM

RECORDED Deed Book "S", pages 442-5

ACKNOWLEDGED 2 Feb 1895 before N. P.  
Mobile, Ala., separate ack. of wife same  
official, same date.

CONVEYS:

This indenture made this the 2nd day of February A. D. 1895, by and between Thomas Loftis and Nora Anne Loftis, his wife, both of the Town of Montrose, in the County of Baldwin and State of Alabama, as parties of the first part, Mother M. Stanislaus Campbell of the Sisters of the Visitation, of the County of Mobile in said state, as party of the second part, witnesseth, That, whereas said party of the second part has this day loaned unto the said Thomas Loftis the sum of Three Hundred dollars and has taken his promissory note of even date herewith payable to the order of the said party of the second part three years after its date at the Peoples Bank, Mobile, Alabama, bearing interest from its date at the rate of Eight per cent per annum - interest payable annually; and whereas to secure the payment of the principal of said promissory note at its maturity and also of the interest to accrue thereon and payable annually, the said party of the second part has required of the said parties of the first part the execution of this mortgage.

Now therefore in consideration of the premises, said parties of the first part do grant, bargain, sell and convey, unto said party of the second part, her successors, assigns, heirs administrators and executors, all and singular the following piece or parcels of land with such improvements as may be on the same, situate and lying at said Montrose in said County of Baldwin State of Alabama and more particularly described as follows, viz:-

The South half of all that portion of square No 8. on the plot or survey of Gavin B. Yuille which lies East of the trail of public road, North by the part of said square belonging to B. D. Frohlestein, East and South by street not known and containing two and one half acres, more or less Being the same property conveyed to said Thomas Loftis by Merinio Motreea on the first day of May, 1866, Also that piece or parcel of land situated in said Montrose, Baldwin County, Alabama, commencing at the Northeast intersection of Maine Street and Lee Street, thence running along the line of Main Street in a Northwesterly direction one hundred and fifty feet to a point, thence in an Easterly direction two hundred and ten feet, more or less to a certain public road, thence running in a Southerly direction along the line of said public road one hundred and fifty feet, more or less to Lee Street, thence running in a Westerly direction along

Mortgage, Recorded Deed Book "S", pages 442-5

-Page 2 -

the line of Lee Street two hundred and ten feet more or less to the place of beginning, bounded North by property of A. Strouse (now or formerly his) South by Lee Street, East by a Public road and West by Maine Street and being a portion of the same land conveyed by L. A. McKluskey and wife to A. Strouse on the 8th day of July, 1873, and the same property conveyed by said A. Strouse to Thomas Loftis on the 18th day of January, 1866.

To have and to hold the aforesaid and described property unto the ~~and to her~~ Mother M. Stanislaus Campbell, her successors and assigns, heirs, administrators and executors, together with all the rights, privileges, hereditaments, tenements and appurtenances thereunto belonging, or in anywise appertaining, forever.

Upon the condition, however, that if the said Thomas Loftis shall well and truly paid the aforesaid promissory note at its maturity, and shall pay annually the interest at eight per cent, to accrue therein, then these presents shall become null and of no effect. But if he shall fail to pay the principal of said promissory note at its maturity, or shall fail to pay the interest at eight per cent, accruing annually thereon, then it shall be lawful for the said party of the second part, or her agent, or Attorney, to take possession of the property herein conveyed, and after advertising the sale thereof for three consecutive weeks in some newspaper published in said County of Baldwin, or in the event, that there be no newspaper in said county, in some newspaper published in the County of Mobile, which said advertisement shall give a description of said property, the time and terms of said sale, and the manner of such sale, sell the said property at public sale in front of the Court House door of said County for cash, between the hours of ten A. M. and Two P. M., to the highest bidder. Out of the proceeds of said sale there shall first be paid the expenses of such sale, including all costs of making same, second principal and interest then due on said promissory note to the holder thereof; and, third, any surplus then may be left to said Thomas Loftis, or his heirs, assigns, executors and Administrators. In Witness whereof said parties of the first part do hereby set their hands and seals on this the second day of February, A. D. 1893.

Witnesses:

Lonnie Loftus  
W. C. Clarke  
N. A. Clarke

his  
Thomas X Loftis (Seal)  
mark  
her  
Norra Anne Loftis  
X  
mark (Seal)

CO-09-0020-417

Mtg. Recorded Deed Book "S", Pages 442-5

-Page 3-

State of Alabama)  
Mobile County ) S.S.

I, Norborne R. Clarke, a Notary Public in and for said State and County, hereby certify that Thomas Loftis and Nora Anne Loftis, his wife, whose names are signed to the foregoing Conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 2nd day of February, A. D. 1893.

Norborne R. Clarke,  
Notary Public, Mobile  
County, Alabama

State of Alabama)  
 ) S.S.

mobile County )  
I, Norborne R. Clarke, a Notary Public in and for said State and County, do hereby certify that on the second day of February, 1893, came before me the within named Nora Anne Loftis, known to me to be the wife of the within named Thomas Loftis, who being examined separate and apart from the husband touching her signature to the within mortgage, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband. In witness whereof, I hereunto set my hand on this Second day of February, A. D. 1893.

Norborne R. Clarke  
Notary Public, Mobile  
County, Alabama

NOTE: A search of the Probate Records of Baldwin County shows no cancellation of the above Mortgage.

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

W. L. Cummins, a Single man,

GRANTOR

TO

George H. Hoyle.

GRANTEE

Kind of Conveyance	Warranty Deed.
Any Reservation to Grantor	None.
Date of Conveyance	May 10, 1898.
Date of Acknowledgment	May 11, 1898.
Before Whom	NP Baldwin Co Ala.
Grantor Married or Single	Single.
Separate Acknowledgment of Wife	-----
Before Whom	-----
Date of Filing for Record	May 11, 1898.
Recorded in	Record Book No. "X", Page 649-650.
Dower or Homestead Conveyed Properly	Yes.
Is it Properly Indexed?	Yes.
Are names of all Signers in Body of Conveyance?	Yes.
Consideration \$	1.00.
	Is it Paid? Yes.
None.	
WITNESS }	

**DESCRIPTION OF PROPERTY CONVEYED**

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

This Indenture, made the 10th day of May 1898, between W. L. Cummins, a Single man, of the first part, and George H. Hoyle of the second part; Witnesseth that the party of the first part, in Consideration of One & 00/100 Dollars, hereby acknowledged to have been paid the party of the first part by the party of the second part, Does grant, bargain, sell and Convey, unto the said party of the second part, his heirs and assigns, all that real property in Baldwin County, Alabama, described as follows:

Starting at the South West Corner of Section 20, T.5 S.R.2.E. Thence East 80 rods, Thence North 44 rods and 20 links for a beginning Corner, thence East 40 rods to a post, Thence North six rods to a post., thence East 40 rods to a post, thence north 20 rods to a post., thence west 80 rods to a post, Thence South 26 rods to the place of beginning in Sec.20, T.5 S,R,2, E, Bounded N. by Esther McCoy, E by Cypret lands, S. by Arthur Hollins, and Hannah Pennington & west by Erasmus Clark and Randick Williams, and being the same land sold by John A. Green & wife to W. L. Cummins, Recorded in Book W, pp. 421-422 etc. Baldwin County, records, said land Containing Eleven &  $\frac{1}{2}$  acres ( $11\frac{1}{2}$ ) acres, more or less. Together with all rights and appurtenances to said described premises in any wise belonging: To have and to hold the

And the said W. L. Cummins for himself and his heirs, the said described premises and appurtenances, will forever Warrant and Defend unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons whomsoever.

same forever.

CO-09-0020-417

Recorded in Record Book "X", Pages 649-650, page 2.

In Witness whereof, the said party of the first part has here unto set his hand and seal the day and Year first above written.

Signed, Sealed and delivered} (SIGNED) W. L. Cummins (Seal)  
in the presence of,

State of Alabama) I, Joseph Hall a Notary Public in and for Said County Baldwin County.) and State, do hereby certify that W. L. Cummins whose name is Signed to the foregoing Conveyance, and who is Known to me, acknowledged before me, on this day, that being informed of the Contents of the Said Conveyance he executed the same Voluntarily on the day the same bears date.

Given under my hand and official Seal, this 11th day of May 1898.

(SIGNED) Joseph Hall

Notary Public for Baldwin County, Ala.

Filed for Record May 11th 1898,

Recorded May 17th 1898.

Chas. Hall

Judge of Probate.

CO-09-0020- 417

Ala. No. 6

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

Mary Hickman and Geo. W. Hickman,  
her husband, Julia McCoy, and Ce-  
celia McCoy, heirs of Esther Mc-  
Coy deceased,

GRANTOR

TO

Geo. H. Hoyle.

GRANTEE

Kind of Conveyance	Warranty Deed.
Any Reservation to Grantor	None.
Date of Conveyance	September 5, 1898.
Date of Acknowledgment	See Recital.
Before Whom	See Recital.
Grantor Married or Single	Does not state as to last two.
Separate Acknowledgment of Wife	No.
Before Whom	- - -
Date of Filing for Record	September 16, 1898.
Recorded in	Record Book No. "NY" 196-198.
Dower or Homestead Conveyed Properly	No.
Is it Properly Indexed?	Yes.
Are names of all Signers in Body of Conveyance?	As shown above.
Consideration \$	50.00.
WITNESS	Is it Paid? Yes.
{ Andrew Hero;	
Peter Stokes.	

**DESCRIPTION OF PROPERTY CONVEYED**

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

This Indenture, made the Fifth day of September 1898, between Mary Hickman and Geo. W. Hickman, her husband, Julia McCoy, and Cecelia McCoy, heirs of Esther McCoy deceased, of the first part, and Geo. H. Hoyle of the second part; Witnesseth; that the parties of the first part, in consideration of Fifty and No/100 Dollars, hereby acknowledged to have been paid the parties of the first part by the party of the Second part, doth grant, bargain, sell and convey, unto the said party of the second part, his heirs and assigns, all that real property in Baldwin County Alabama, described as follows:

Beginning at the South West corner of Section twenty, in Township Five (5) South, of Range Two, (2) East.

Run thence east Eighty rods, thence north, Seventy rods and 20 links to the South east Corner of the lot Sold to James Douglas, for a starting point, which is the South west Corner of the lot herein Conveyed; Thence East Eighty (80) rods; thence north twenty (20) rods, thence West Eighty (80) rods, thence South, twenty (20) rods to Said South west Corner, or starting Corner of Said lot. It being the same land Conveyed by Francis Cypert & wife by deed dated September 21st 1873, to Esther McCoy, recorded in Book "K", pp. 14 & 15, containing ten (10) acres in said Section 20, Tp.5 S.R.2.E, containing ten (10) acres in said Section 20, Tp.5 S.R.2.E, and bounded north by lot of one Cayton and Cybert lands; East, by Cyberts lands; South by John Watson lots and west by the James Douglas lot.

CO-09-0020-417

Recorded in Record Book "Y", Pages 196-198, page 8.

Together with all rights and appurtenances to said described premises in any wise belonging: To have and to hold the same forever.

And the said Mary Hickman, Geo. W. Hickman, Julia McCoy, Cecelia McCoy for themselves and their heirs, the said described premises and appurtenances, will forever warrant and defend unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons whomsoever.

In Witness whereof, the Said parties of the first part have hereunto set their hands and seals the day and Year first above written.

Signed, Sealed and de- (SIGNED) Mary Hickman (Seal)  
livered in the presence of, G. W. Hickman (Seal)  
Andrew Hero Julia McCoy (Seal)  
Peter Stokes her  
Cecelia X McCoy (Seal)  
mark

State of Alabama)

Mobile County.) I, William J. Young, a Notary Public in and for Said County and State, do hereby Certify that Mary Hickman and Geo. W. Hickman, her husband, and Julia McCoy whose names are Signed to the foregoing conveyance, and who are Known to me, acknowledged before me on this day, that being informed of the Contents of the Said Conveyance they executed the same Voluntarily on the day the same bears date.

Given under my hand and official seal, this 10th day of September 1898.  
(Seal) (SIGNED) William J. Young  
(10¢ USIR Stamp Cancelled) Notary Public, Mobile County, Ala.  
(9/10/98 W.J.Y.)

State of Louisiana )

Parish of Orleans County) I, Andrew Hero Jr, a Notary Public in and for Said Parish and State, do hereby certify that Cecelia McCoy whose name is signed to the foregoing Conveyance, and who is Known to me, Acknowledged before me on this day; that being informed of the Contents of the Conveyance, she executed the same Voluntarily on the day the same bears date.

Given under my hand and official seal, this 9th day of September 1898.  
(Seal) (SIGNED) Andrew Hero, Notary Public  
(10¢ USIR Stamp Cancelled) Parish of Orleans Louisiana.  
(A H 9/9/98)

Filed for Record September 16th 1898.

Recorded September 16th 1898.

Chas. Hall Judge of Probate.

CO-09-0020-417

ABSTRACT OF TITLE

CONTINUATION

TO

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

The Northeast quarter of the Southeast quarter; and the East half  
of the Northwest quarter of the Southeast quarter of Section Twenty-four,  
Township Five South Range Two East, St Stephens Meridian and Basis, Alabama.

-----  
This is an abstract continuation, prepared for and at the request  
of Nellie Victoria Loughlin to embrace only the period of time intervening  
between July 9, 1902, at 4:00 o'clock P.M., and September 22, 1937, at 4:00  
o'clock P.M.

ABSTRACT NO. 308.

ABSTRACT NO. 308.

CD-09-0020-417

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 turpen-  
tine 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.

CO-09-0020-417

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.,

CD-09-0020-417

William J Lea, and Eliza

Mortgage.

T. Lea, his wife,

June 11, 1875.

June 11, 1875.

Probate Judge Baldwin Co Ala.,

William H Leinkauf.

June 14, 1875.

Record "K" 221-222.

3,000.00 6 months.

"All and singular the following described lots pieces, or tracts of land in Baldwin County Alabama, viz; - - - (Other Lands) - - - also Sections twenty four (24) in said township and Range..(Township five (5) South Range Two (2) East).... For more particular description of said lands see deeds from William Jones Jr and F. J. McCoy to the said Wm J Lea, duly recorded in the Probate Court of Baldwin County.

NOTE:- Written across face of Page 221, Record Book "K".

Mobile Apr 19th 1891.

I hereby authorize W H Gasque Probate Judge of Baldwin County Alabama to cancel a certain mortgage made by W. J. & E. T. Lea to Wm H Leinkauf dated the 14th day of June 1875, and recorded in Book K of Baldwin County records on pages 221 & 222. W H Leinkauf

Witness A Proskauer

A G Willoughby

By virtue of this above authority I hereby cancel and set aside this mortgage, This 20th day of April 1891. W H Gasque, Judge.

"All and Singular the following described lots, peices or tracts of land in Baldwin County Alabama, Viz; The N $\frac{1}{2}$  of Section twenty two (22) township five (5) South range two (2) East, also Sections twenty three (23) and twenty four (24) in said township SEE ABOVE and range; Also the N $\frac{1}{2}$  of Section twenty five (25) and N $\frac{1}{2}$  of Section twenty Six (26) Same township & range; Also Section Seventeen (17), and the East half of Section thirty (30) in township five (5) South range three (3) East. (And other personal property)

CO-09-0020-417

W J Lea and E T Lea,  
his wife,

Mortgage.

December 6, 1860.

December 6, 1860.

Probate Judge Baldwin Co Alab.

Addie G Taylor.

December 6, 1860.

Record

pg 624-626.

2290.60

Dec. 6, 1861.

"All the following tracts of land, to-wit:.....(With other lands).  
Section twenty four.....in township five Range two East.....

NOTE:- Body of instrument recites grantors names as "William J Lea and  
Eliza F Lea, his wife" Signatures are "W J Lea" and "E T Lea".

NOTE:- Written across face of Page 624, Record Book "L".

Mobile, April 14th, 1891.

This mortgage having been paid in full by payment of part of same and a  
new Mortgage on part of the described within being Given by the mortgagors  
herein for the rest of the debt, dated 13th April, 1891. It, the within  
mortgage is hereby cancelled and settled.

Witness my hand and seal this 14th day of April, 1891.

Witnesses: A S Taylor.

Alice G Taylor (seal).

NOTE:- The above new mortgage mentioned does not contain a description  
of any of the lands described in the caption to this abstract.

All the following tracts of lands to-wit; The North half of Section Twenty  
two, All of Section twenty three, Section twenty four & the North half of  
Section twenty five, and the North half of Section Twenty Six, all of Sec-  
tion Seventeen, the last Section Seventeen lies in Township Five (5) Range  
Three East, but all the other lands above described lies in Township Five  
Range Two East, we also convey the East half of Section Thirty in Township  
Five Range Three East; The aforesaid lands contain about Thirty two hun-  
dred acres, and besides these lands above described we also sell and con-  
vey unto Addie G Taylor The following described lands all lying in the  
County of Baldwin, State of Alabama, and in Township Five (5) Range Three,  
East to-wit; The East-half of the South West Quarter, and the East-half of  
the N-West quarter, also The South East-quarter of Section Eighteen, Also  
(Over)

CO-09-0020-417

W J Lea and Eliza T Lea,  
his wife,

Mortgage.

April 15 1891.

April 18, 1891.

Probate Judge Baldwin Co Ala.

James C. Yarker, James C.  
Yarker, his agent.

April 18, 1891.

Record "Q" 553-554.

1,000.00

See Recital.

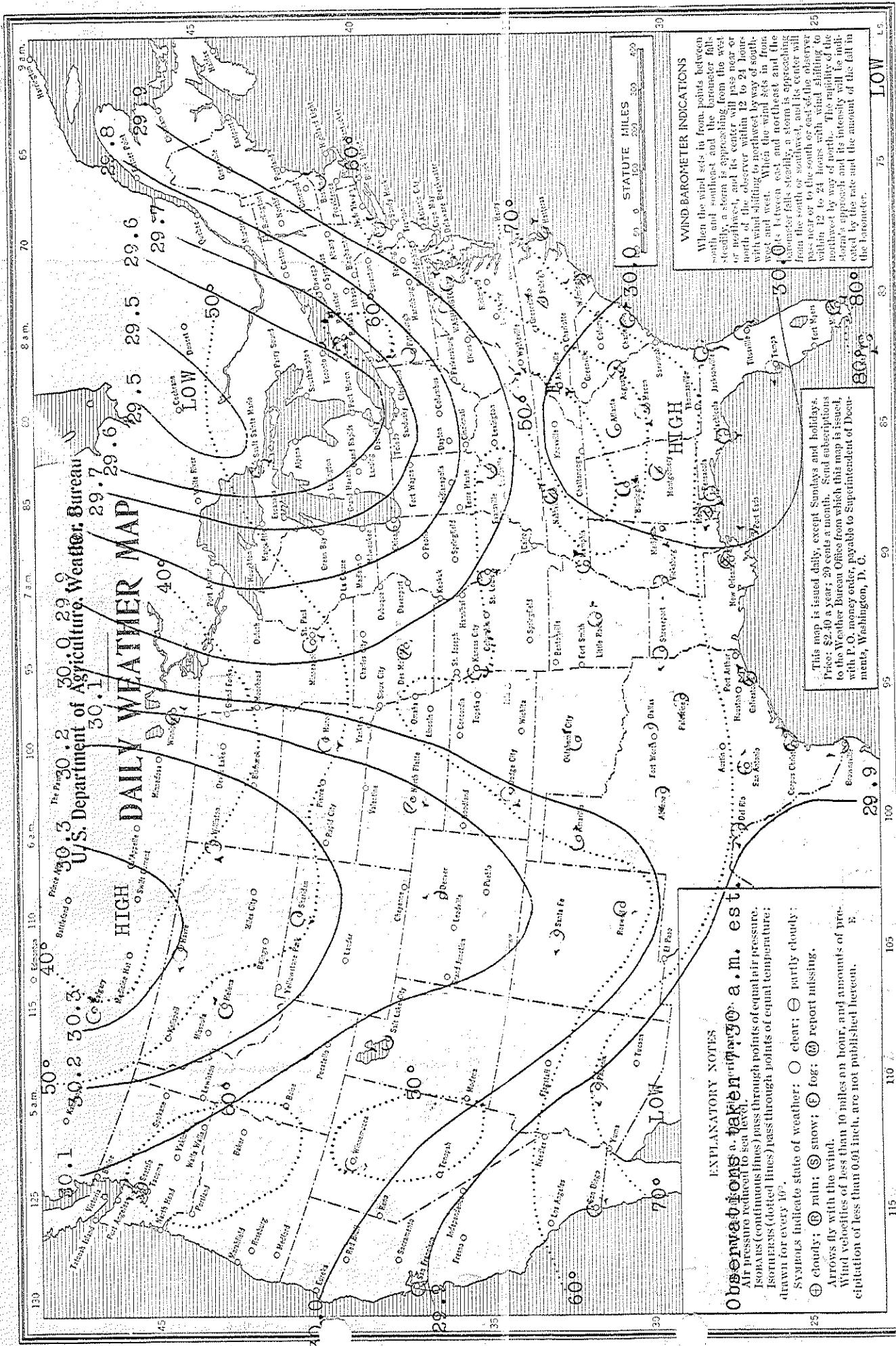
"all and singular those certain parcels and tracts of land lying and being in Township five (5) South Range two (2) East in said Baldwin County, and more particularly described as follows: (With other lands) The whole of Section Twenty-four (24), in all Sixteen hundred acres, more or less.

Recites: "provided always and these presents are upon the express condition that if the said William J. Lea and Eliza T. Lea shall well and truly pay to the said James C. Yarker the sum of One dollar and shall further fully carry out the terms and conditions and payment embodied in an agreement mutually entered into by all the said parties, which agreement is numbered #1 and being dated herewith, then these presents shall cease and be.

Note: body of instrument recites "William J. Lea and Eliza T. Lea his wife" signatures are "W J Lea" and "Eliza T. Lea".

NO RELEASE IS INDICATED; but see QUIT CLAIM

DEED to George H. Doyle, on next page of this abstract.



STATIONS	Temperature 7:30 a.m.	Lows last night	Highest 7 a.m. last night	Wind miles per hour	Precipita- tion last 24 hours, inches
Mobile	74	69	84	15	0.10
Miami	76	74	88	15	0.00
Dexter	74	70	85	15	0.10

CD-09-0020-417

Quit Claim and Release.

See Recital.

J. C. Yarker, witness, January 24, 1898.

January 24, 1898.

January 24, 1898.

Geo Baldwin Co Alc.,

Does not state.

February 17, 1898.

Record

"X"

372.

George H. Boyle.

Witness No. 1

Yes.

Yes.

1.00

Yes.

Two. T. A. Booth,

G. E. Wilkins.

At the office of Daphne S. Miller, Notary Public, 18th, 1898, I, James C. Yarker, hereby release & quit claim unto Geo H. Boyle all claim I have to Sec 24, Tg 5 S R 2 E by virtue of a mortgage recorded in Book Q pg 553 & 554 of Baldwin County Alc for the sum of One dollar, value received.

J. C. Yarker.

Witness: T. A. Booth  
G. E. Wilkins.

CO-09-0020-417

Warranty Deed.

None.

Mary C. Fitch, a widow,

August 7, 1905.

August 14, 1905.

NP Cook Co Ill., (S).

Single.

September 15, 1905, 7:00AM.

Deed 9NS, 348.

Yes.

Yes.

Yes.

450.00

Yes.

Elmer H. Warne.

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

N.E. $\frac{1}{4}$  of S.E. $\frac{1}{4}$  and E  $\frac{1}{2}$  of N.W. $\frac{1}{4}$  of S.E. $\frac{1}{4}$  containing (60 acres, more  
or less) Sec. 24, Tp.5.S. R.2.E. - - - - -

NOTE:- Acknowledged also by Elmer H Warne, subscribing witness, August 14,  
1905, before NP Cook Co Ill., (S).

8

CO-09-0020-417

STATE AND COUNTY TAXES.

1932. Tax Assessors Book. Vol. 1, page 645, Beat 10. Nellie V. Loughlin.  
N.W. 1 - SW $\frac{1}{4}$ , Sec 6, T68, R3E; NW $\frac{1}{4}$  - S $\frac{1}{4}$  also E $\frac{1}{2}$  - NW $\frac{1}{4}$  - SW $\frac{1}{4}$  Sec 24, T58, R2E.  
MARKED PD.

1933. Tax Assessors Book. Vol. H-O, page 797, Beat 10. Nellie V. Loughlin.  
NW $\frac{1}{4}$  of SW $\frac{1}{4}$  Sec 6, T68, R3E; NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and E $\frac{1}{2}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$  Sec 24 T58, R2E.  
MARKED PD.

1934. Tax Assessors Book. Vol. H-O, Page 768, Beat 10. Nellie V. Loughlin.  
N.E.  $\frac{1}{4}$  of S.E $\frac{1}{4}$  also E $\frac{1}{2}$  of NW $\frac{1}{4}$  of S.E.  $\frac{1}{4}$  Sec 24, T58, R2E; NW $\frac{1}{4}$  of SW $\frac{1}{4}$  Sec 6,  
T68, R3E.  
MARKED PD.

1935. Tax Assessors Book. Vol. H-O, Page 748, Beat 10. Nellie V. Loughlin.  
NE $\frac{1}{4}$  of SE $\frac{1}{4}$  - E $\frac{1}{2}$  of NW $\frac{1}{4}$  of SE Sec 24, T58, 2 and NW $\frac{1}{4}$  of SW Sec 6, T68, R3.  
MARKED PD.

1936. Tax Assessors Book. Vol. 2, Page 791, Beat 10. Mrs. Nellie V. Lough-  
lin. NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and E $\frac{1}{2}$  of NW $\frac{1}{4}$  of SW Sec 24 Tp58, R2; NW $\frac{1}{4}$  of SW $\frac{1}{4}$  Sec 6 Tp  
68, R3.  
MARKED PD.

1937. Tax Assessors Book. Vol. 2, Page 824, Beat 10. Nellie V. Loughlin.  
NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , and E $\frac{1}{2}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Sec 24 - 5 S 2 also NW $\frac{1}{4}$  of SW $\frac{1}{4}$  Sec 6 - 6  
S 3.  
MARKED PD.

CO-09-0020-417

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

I, Harry H. Parker, Licensed Abstracter of Baldwin County Land titles, do hereby certify that I have made a careful examination of the indexes to the land records of Baldwin County, Alabama, found in the offices of the Judge of Probate, Tax Assessor and Tax Collector of said County, for mortgages, judgments, liens, lis pendens, and for other instruments of writing recorded in said County affecting the title to the lands described in the caption hereof, of this continuation, and find no instrument of record, affecting the title to the lands in question; except such as are noted in the foregoing pages, numbered 1 to \_\_\_\_ inclusive, which pages compose a full, true and complete Abstract of Title to the said lands, according to said indexes, since July 9, 1902, at 4:00 o'clock P.M.

I 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 as herein noted, since July 9, 1902, at 4:00 o'clock P.M.

I further certify that there are no State or County taxes due, nor any tax sales unredeemed since July 9, 1902, at 4:00 o'clock P.M.

I further certify that there are no parts of this property in the corporate limits of any City, Town or Municipality.

Dated at Fairhope, Alabama, on the 22nd day of September, A. D., 1937  
at 4:00 o'clock P.M.

  
H.H.P.  
Licensed Abstracter.

20-09-0020-417

Harral Isaac

Walker

GRANTOR

TO

State of Alabama

CONSIDERATION: \$ 8.75

Is It Paid? Yes

Kind of Conveyance

Tax Sale

Any Reservation to Grantor

Date of Conveyance

Date of Acknowledgment

Before Whom

Grantor Married or Single

Separate Acknowledgment of Wife

Before Whom

Date of Filing for Record

Recorded in ~~Book~~ Book No. Pg. 152

Dower or Homestead Conveyed  
Properly

Is it Properly Indexed?

Are Names of All Signers in Body  
of Conveyance:

WITNESS

-O-O-O-O-O-O-O-O-O-O-O-O-

DESCRIPTION

RECITES: NE 1/4 of NE 1/4

Also a lot of land in Section Div. 29 830.  
774 acres, 8.85 ac. of improved tract, three  
8.340 acres, three 1/4 ac. lots to County Road,  
three N with said road to place of begin.

Paid for taxes for  
year 1913. And taxes  
for account, \$8.75

Year 1913. And taxes  
for account, \$8.75

Redeemed by 17 1920, by Henry Walker

Amount Redeemed money \$33.62

PAGE NO

Taxes for years 1913 to 1919 paid  
in redemption

CO-09-0020 417

TRANSFERS OF TITLE

Heirs of Isaac Walker

Kind of Conveyance Tax Sale

Any Reservation to Grantor \_\_\_\_\_

Date of Conveyance 1st June, 1914

GRANTOR Date of Acknowledgment \_\_\_\_\_

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

State of Alabama.

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

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

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

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

Recorded in Sales Book No. 3 Pg. 158

Dower or Homestead Conveyed Properly ???? \_\_\_\_\_

CONSIDERATION: \$ 8.75

Is it Properly Indexed? Yes.

Is It Paid? Yes.

Are Names of All Signers in Body of Conveyance:

WITNESS( None. )

-O-O-O-O-O-O-O-O-O-O-O-O-O-O-

DESCRIPTION

RECITES:

NE $\frac{1}{2}$  of NE $\frac{1}{2}$

Also a lot of land on sec. line Div. 29 & 30,  
7.74 acres e of SE cor of Burnsford tract, thence  
s. 3.40 acres, t ence s. 3.64 acres to County Road,  
thence N with said road to place of begin.

Sold for unpaid taxes for year 1913. Amount of Taxes, fees, and costs, \$8.75.

REDEEMED Feby 17, 1920, by Viney Taylor

Amount of redemption money \$33.68.

Taxes for years 1913 to 1919 paid in redemption.

## TRANSFERS

## OF TITLE

CO-09-0020-417

Kind of Conveyance \_\_\_\_\_

Any Reservation to Grantor \_\_\_\_\_

Date of Conveyance \_\_\_\_\_

Date of Acknowledgment \_\_\_\_\_

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

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

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

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

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

Recorded in \_\_\_\_\_ Book No. Pg. 14

Dower or Homestead Conveyed Properly \_\_\_\_\_

Is it Properly Indexed? \_\_\_\_\_

Are Names of All Signers in Body of Conveyance: \_\_\_\_\_

WITNESS( \_\_\_\_\_ )

-O-O-O-O-O-O-O-O-O-O-O-O-O-O-

## DESCRIPTION

RECITES:

That I, George W. Johnson, do hereby convey to my wife, Anna, a lot of land on the line dividing between S. 34 & S. 35, T. 74, Sec. 8, of 85 sec of Rawlins  
Township, S. D., also S. 34, T. 74, Sec. 10, of Custer  
County, N. D., said land containing three acres.  
S. 34 & S. 35.

Said land being located in the town of Rawlins,  
Custer County, N. D.

Received of George W. Johnson my wife, Anna  
Johnson, a sum of \$100.00, and paid her  
out of money due her  
and paid her  
as aforesaid.

Note attached to

face of statement;

Wm. H. Walker  
July 2nd 1920

DEAR SIR:

I have this day cancelled, as  
concerns the sale to the State on  
2 day of June 1916, of the following  
discreet book case.

(Description same as over.)

I sold to State June 1 - 1914  
because Mr. Susan Walker (Hines) if you  
will therefore cancel the same on the  
records of your office.

Yours truly,

H. F. Lee Auditor

CO-09-0020-417

## TRANSFERS OF TITLE

<u>Heirs of Isaac Walker</u>	: Kind of Conveyance <u>Tax Sale</u>
	: Any Reservation to Grantor <u>- - - - -</u>
	: Date of Conveyance <u>2 June, 1916</u>
GRANTOR	: Date of Acknowledgment <u>- - - - -</u>
TO	: Before Whom <u>- - - - -</u>
<u>State of Alabama</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>Sales Book No. 4 Pg. 14</u>
CONSIDERATION: \$ <u>8.70</u>	: Dower or Homestead Conveyed <u>? : ? ? ? ?</u> Properly <u>- - - - -</u>
Is It Paid? <u>Yes.</u>	: Is it Properly Indexed? <u>- - - - -</u>
	: Are Names of All Signers in Body <u>- - - - -</u> of Conveyance: <u>- - - - -</u>
	: WITNESS( <u>- - - - -</u>
-O-O-O-O-O-O-O-O-O-O-O-O-	

## DESCRIPTION

## RECITES:

Part of NE1/4 also a lot on sec line Dividing Sec. 29 & 30. 4.74 Chms S. of SW cor of Dunsford tract thence S. 3.40 chms E. 3.64 chms to County road N with said road to place of begin. S. 34. 58 2E.

Sold for taxes year 1915. Mount of Taxes, fees, and costs \$8.70.

REDEEMED Feby 2nd 1920 by Viney Taylor, one of Heirs of Isaac ~~xxx~~ Walker, Deceased.

Amount of redemption money \$25.27

Taxes paid for years 1915 to 1918 in redemption.

## NOTE APPEARING ON FACE OF INSTRUMENT:

Montgomery, Ala. 2/10 1920.

DEAR SIR: I have this day cancelled, as erroneous, the sale to the State on 2 day of June 1916, of the following described real estate (here appears same desc. as shown above).

Sold to State June 1-1914

Assessed to Isaac Walker (Heirs); you will therefore cancel the same on the records of your office.

Yours Truly,

H. F. Lee, Auditor.

Co-09-0020-417

PROBATE

BALDWIN

LAW

STATE OF ALABAMA

VINEY TAYLOR (#2)

Delinquent Docket No. 29, Page 175.

Recites rendition of Decree in aforementioned cause against the above mentioned party and the following described land, to-wit:

"also a lot of land on sec line between secs 29& 30, t5s r2e. 7.74 chains S. of SW Cor of Dunsford tract, thence 3.40 chains, E. 3.64 chains to Co. rd., thence N. with said rd to begin sec 30, t5s r2e.

Taxes, fees and costs, \$8.55

(Sold for 1932 taxes)

(Sold to State, 9/1/33)

(Cert. issued, 2/21/45)

Decree dated July 31, 1933  
By Hon. G. W. Robertson, Judge.

"Freedom Comes to the Philippines" by Francis B. Sayre is another piece of perfect timing for which our Editor is so justly famed.

But need I describe the ATLANTIC to you?

Instead, may I suggest that you send your order by return mail, so that we may reinstate your name on our list as promptly as possible.

If your check book is not handy, do not bother. Bill will be sent later. But, do fill out the order form and send it along today. The enclosed envelope requires no postage.

Cordially yours,



P.S. Do you remember "The Soldier Returns" by Edgar L. Jones, which was reprinted in the hundreds of thousands? Our young author is now representing us in the Pacific area. His striking papers are matched by those from Monica Stirling, the young English girl who is representing the ATLANTIC on the European front. The ATLANTIC takes more than a little pride in offering these first-hand impressions seen through the eyes of youth. Do let us share them with you!



## THE ATLANTIC MONTHLY

8 ARLINGTON STREET

BOSTON 16

February 28, 1945

My dear Subscriber:-

S-h-h! S-h-h! S-h-h! Let's close the door!

Now. For one reason or another your gift subscription to the ATLANTIC was not renewed this year, BUT you and I can soon remedy the matter without saying a word to anyone.

Simply fill in the card, slip it into the enclosed envelope, (no stamp required) and drop it into the mailbox -- your name will then be reinstated on our list.

Is it important that it should?

That depends on whether you have enjoyed the ATLANTIC: if so, double the pleasure awaits you in the year ahead.

You may have seen "The Voice of the Turtle," which has made such a stir on Broadway. The author, John Van Druten, contributes a story, "The Cat's Eye," to the coming number that is just as arresting.

We all have our day dreams. Muriel Van Tuyl Trigg and her husband dreamed of a house built at a tiny oasis in the California desert. Their unusual home is today the envy and admiration of all their city-bound friends. Their battles against heat, sandstorms, and their own inexperience, make fascinating reading.

Co-09-0020-417

Laura D. Durant,  
affidavit of,

As to Sarah Robins and  
Martha Hunnerwell,

Filed

Probate

Baldwin Co, Ala.

On September 25, 1918

Deed Book 27 NS page 432.

Sworn to Sept 21. 1904

Before Notary Public, Baldwin Co, Ala.

Before me, George H. Hoyle, A notary Public in and for said County and State personally appeared Laura D. Durant, who being sworn deposes and says that she knew Sarah Robins from the year, 1867 until her death, which occurred in the year 1875; that all of which time said Sarah Robins was living with her daughter; Martha Hunnerwell; that so far as affiant known and believes the said Sarah Robins had only one child. and that was Martha Hunnerwell; affiant further says that she was well acquainted with Martha Hunnerwell, the wife of Joseph Hunnerwell and that on August 21st, 1885, and a long time prior thereto, the said Martha Hunnerwell had two children living, one of whom was named George Hunnerwell, and other Lizzie Hunnerwell; That Joseph Hunnerwell died in the year 1876 or 1877, further affiant sayeth not.

Laura D. Durant.

Subscribed and sworn to on this 21st. day of September, 1904.

George H. Hoyle, Notary Public.

CO-09-0020-417

Dumped Lt

3894

5989.4

948.62 W 207

941.82

Red  
Ditch  
7993.40  
309.1

## TRANSFERS OF TITLE

*Henry W. Miller*

---



---



---

GRANTOR

TO

*State of Alabama*CONSIDERATION: \$ *X.58*Is It Paid? *No*Kind of Conveyance *Vol. 1*

Any Reservation to Grantor \_\_\_\_\_

Date of Conveyance *3-1-1945*

Date of Acknowledgment \_\_\_\_\_

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

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

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

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

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

Recorded in *Book No. 1 Pg. 46*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-

## DESCRIPTION

RECITES:

All in a lot of land on the line  
between nos. 24 & 30, 85 acre. 7.74  
chain S. of 32 con. 41 Bradford tract.  
chain 3. to chain 1. 3.64 chains to  
e. rd. Thence N. with said rd to the  
nos. 20. 650 x 250 ft. other lots  
*X.58.*

Recorded July 1st 1945 by *Henry W. Miller*

and Redemptor money \$17.42  
Taxes for year 1942 \$ - 444

CO-09-0020-

417

TRANSFERS OF TITLE

Viney Taylor (#2)

Kind of Conveyance Tax Sale

Any Reservation to Grantor - - - -

Date of Conveyance 1 Sept. 1939

GRANTOR

Date of Acknowledgment - - - -

TO

Before Whom - - - -

State of Alabama

Grantor Married or Single - - - -

Separate Acknowledgment of Wife - - -

Before Whom - - - -

Date of Filing for Record - - - -

Recorded in Sales Book No. 10 Pg. 86

Dower or Homestead Conveyed Properly ???

CONSIDERATION: \$ 8.58

Is it Properly Indexed? Yes

Is It Paid? 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-

DESCRIPTION

RECITES:

" Also a lot of land on the sec line between secs 29 & 30, t 5 s r 2 e. 7.74 chains S. of SW cor of Dunsford tract, thence 3.40 chains E. 3.64 chains to Co. rd. thence N. with said rd to begin sec. 30. t 5 s r 2 e. Taxes, fees and costs 8.58.

REDEEMED February 21st 1945 by Isaac Austin.

Amount of Redemption money-- \$17.42

Taxes for years 1932 to 1944 included in Redemption.

CO-09-0020-417

CERTIFICATE OF REDEMPTION  
1940 Code, Title 51-Sec.310

STATE OF ALABAMA Baldwin COUNTY.  
No. 76976

Office of the Judge of Probate, Baldwin County. Sale Docket 10, Page 86  
WHEREAS, on the 1st day of Sept AD 1923, the real property hereinafter described was sold, in substantial conformity with all the requisitions of the statutes in such cases made and provided, by JESSE M SMITH Tax Collector of said County, to - State of Alabama for taxes, interest, penalties and costs, then due and remaining unpaid on said property; and whereas, ISAAC AUSTIN has made application to redeem said land:

NOW THEREFORE, I W.R. STUART, Judge of the Probate Court of the said County of Baldwin, being satisfied that the said ISAAC AUSTIN is the owner of said property, and has a right to redeem the same, do hereby certify that the said ISAAC AUSTIN has deposited with me, on this 21 day of Feby AD, 1945, \$ for the redemption of the following real estate: Also a lot of land on Sec line between Secs 29 & 30, T5S, R2E, 7.24/ chains S. of SE cor of Dumford Tract, thence 3.40 Chains E, 3.64 Chns to Co Rd. thence North said Road to begin Sec 30, T5S, R2E, situated in Baldwin County, Alabama.

Assessed to Vmey Taylor #2

Amount of Purchase Money \$8.58

Interest 1.44

1933 to 1944 Inc

Subsequent Taxes 5.04

Interest 1.86

Cost of Certificate of

Redemption 50

Total \$17.42

WITNESS, W R Stuart

Judge Probate Court of said County,  
this 21 day of Feby AD, 1945.

W R Stuart

Judge of Probate

Countersigned by: by Kessler Clk.  
-----Humphries.

County Treasurer.

Q Insert the following "Seventeen & 42/100 Dollars;"

"I hereby certify that the above is a true and correct copy of the Certificate of Redemption issued to Isaac Austin as a receipt for the payment of the amount required to redeem the sale of lands for taxes recorded in Sale Docket #10, Page 86. Said certificate is not of record in Baldwin County."

J

Licensed Abstracter

CO-09-0020-417

AFFIDAVIT

STATE OF ALABAMA )  
BALDWIN COUNTY )

Before me, John D. Stubblefield, Notary Public in and  
for said County, this day appeared Claude W. Arnold who is known to me and  
who being first duly sworn deposes and says;

That he is twenty nine years of age and a resident of  
Baldwin County, Alabama and is a Licensed Abstracter of Baldwin County;  
That he was acquainted with Harry H. Parker during his life time and was  
in the employment of said Harry H. Parker during these last eleven months  
of his life;

That during this employment and sometime in the month  
of July, 1946 the said Harry H. Parker caused him, the said Claude W. Arnold  
to prepare an Affidavit the substance of which is as follows: "That he  
(Harry H. Parker) has known ISAAC AUSTIN for more than thirty years and that  
he had also known LUCY WALKER AUSTIN, who was the mother of ISAAC AUSTIN,  
and GEORGE AUSTIN, who was the father of ISAAC AUSTIN. That he had also  
known that the said LUCY WALKER AUSTIN was, previous to her marriage to the  
said GEORGE AUSTIN, LUCY WALKER, daughter of JULIA WALKER. And that the  
said ISAAC AUSTIN is a grandson of the said JULIA WALKER and one of her  
legal heirs."

Affiant further states that the Harry H. Parker departed  
this life on the 15th day of November, 1946 and through an oversight had  
failed to execute said Affidavit which had been prepared as directed.

Affiant further states that the above stated facts re-  
garding ISAAC AUSTIN are true and correct, according to his own personal  
knowledge and acquaintance.

Signature of Affiant.

Sworn to and subscribed to before me this 23th day of  
November 1946.

81

CO-09-0020-417

STATE AND COUNTY TAXES

1933 to 1944 Inclusive, paid in redemption of tax sale, see Sales Book #10, Pp. 86, Sale in name of Viney Taylor (See Page \_\_\_\_\_, This Abst.)

1945 Tax Assessor's Book, escapes, Assmt. # 76, Assessed to Isaac Austin, Description: Comm. on sec line dividing secs 29 & 30 -5s-2-7.74 Chs. S of SW Cor of Thomas Burnford tract run thence S. 3.48 chs- thence W-6.34 Chs.- to Cn/Rd. Thence Nward. with said rd. to pt. W of Pt of begin. Thence E 7 chs to pt of begin Sp 30 T. 5 S R. 2 2.16 Acres.

MARKED PAID

1946- Tax Assessors Book, Beat 9, Vol. A-G, Page 70, assessed to Isaac Austin, No. 2.  
Desc: Same as 1945, and also,  $\frac{1}{2}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  S. 31 T.4S R. 3, 20 acres.  
Taxes on lands described in caption paid by Isaac Austin in Partial Payment # 13, 1946.

1947- Lands described in caption assessed to Isaac Austin;

NOT DUE UNTIL OCTOBER, 1948.

Page 1-9  
Certified Nov 25, 1948  
J. J. [Signature]

CO-09-0020-417

CERTIFICATE OF REDEMPTION  
1940 Code, Title 51-Sec.810

STATE OF ALABAMA Baldwin COUNTY.

No. 76976

Office of the Judge of Probate, Baldwin County. Sale Docket 10, Page 86  
WHEREAS, on the 1st day of Sept AD 1928, the real property hereinafter described was sold, in substantial conformity with all the requisitions of the statutes in such cases made and provided, by JESSE M SMITH Tax Collector of said County, to - State of Alabama for taxes, interest, penalties and costs, then due and remaining unpaid on said property; and whereas, ISAAC AUSTIN has made application to redeem said land:

NOW THEREFORE, I W.R. STUART, Judge of the Probate Court of the said County of Baldwin, being satisfied that the said ISAAC AUSTIN is the owner of said property, and has a right to redeem the same, do hereby certify that the said ISAAC AUSTIN has deposited with me, on this 21<sup>st</sup> day of Feby AD, 1945, \$ for the redemption of the following real estate: Also a lot of land on Sec line between Secs 39 & 50, T5S, R2E, 7.247 chains S. of SE cor of Dumford Tract, thence 3.40 Chains E, 8.64 Chns to Co Rd. thence North said Road to begin Sec 50, T5S, R2E, situated in Baldwin County, Alabama.

Assessed to Vney Taylor #2

WITNESS, W R Stuart

Amount of Purchase Money \$8.58

Judge Probate Court of said County,

Interest 1.44

this 21<sup>st</sup> day of Feby AD, 1945.

1933 to 1944 Inc

W R Stuart

Subsequent Taxes 5.04

Judge of Probate

Interest 1.86

Countersigned by: by Kessler Cirk

Cost of Certificate of

Humphries.

Redemption 50

County Treasurer.

Total \$17.42

☒ Insert the following "Seventeen & 42/100 Dollars,"

CO-09-0020-417

Martha Hunnerwell

Warrant Deed,  
July 2, 1879;  
same date,  
Notary Public, Baldwin Co Ala  
not stated.

Martin Pollard.

April 10, 1880.  
Deed L. 424-5.

Yes.  
10.00 Yes.  
none.

All and singular that piece, parcel or lot of land lying and being in Baldwin County, State of Alabama, Being on the eastern portion of a tract of land reserved by the party of the first part from the land sold to H.A. Tatum and wife in Township five South, Range two east and bounded as follows, North by George Parker's lot East by the lands of Mrs, Sibley, West by the County road and South by vacant lot of Martha Hunnerwell, containing three acres, more or less.....

NOTE: THIS INSTRUMENT IS SHOWN HEREIN FOR ITS VALUE AS INFORMATION AND NOT BECAUSE IT HAS ANY DIRECT BEARING TO THE TITLE TO THE LANDS IN QUESTION.....

Co-09-0020-417

Sarah I Tatum and  
H,A, Tatum , her  
Husband.

To  
Mary H Stone.

Warranty deed.  
January 17. 1881.  
February 28, 1881.  
Probate Judge Baldwin Co,  
Alabama.

Yes.

No.

----  
February 28, 1881.  
Deed L. Page 723-3  
75,00 yes,  
none. Yes

All and singular that cert in psiece of land more particularly described as follows, commencing at a post in the middle of strream known as red gulley, at a post marked thus xx at the corner of lot no, 10 of the Gabel partition and division, thence running North 14° West one chain and sixty four links, th nce running North 78 $\frac{1}{2}$ ° West eight chains and tewenty nine links thence South 84° west thirteen chains and ninety links where the lines of Tatum, Harris and of land formerly owned by Nelson, thence along the line of said land f ormerly owned by Nelson to the line of lots no, 5 and 10 of Gabel partition and division, thence along the line of said lot no, 10 to the place of beginning, and more particularly set forth in the accompanying diagram.

NOTE: body of instrument recited between Howel A. Tatum and S Sarah I, Tatum his wife, of the first part. signatures. are as shown above.

NOTE: This instrument is shown for its value as information. being excepted from the deed from Thompson, et al., 12<sup>th</sup> page 63-4 this is shown to indicate just what was excepted.

CO-09-0020-417

Martha Hunnerwell.

Warranty Deed.

May 12, 1881.

May 27, 1881.

Notary Public Mobile  
Co., Alabama.

-----  
June 14, 1907.

Deed 12 Ns. 1-2

Yes.  
Yes.

65.00

none.

All and singular four lots of land being and lying in the County of Baldwin, State of Alabama, and described as follows, to-wit: The Ealy lot Jackson Phillips plot and a vacant lot all lying on the west side of County road, also a vacant lot ~~all~~ lying on the East side of said road containing twelve acres more or less, said lots lying east of a portion of land purchased by the party of the second part from the party of the first part the 4th day of September, 1877 all being and lying in Township 5, S. Range 2 East.

CO-09-0020-417

Hannah Burden, by  
John Purroy.  
Auditor.

Tax. Deed.  
June 30, 1894.  
none.

Sarah I. Tatum.

June 14, 1907.  
Deed 12Ns. page 3

yes  
yes.

see below.  
none.

Whereas, after due notice, the probate court of Baldwin County rendered a decree for the sale of the lands hereinafter described and conveyed, for the payment of the State and County taxes then due from Hannah Burden, the owner of said lands, and for the payment of the fees--- and whereas thereafter, to-wit on the 25 day of June, 1888, under and in pursuance of said decree, said lands were regularly offered for a sale by the tax collector of Baldwin County for ~~the~~ said taxes--- and no person having bid a sufficient sum for said lands to pay the same. said lands were bid in for the State for the sum of said taxes- and whereas the time allowed for the redemption of said lands has elapsed since said sale~~s~~ is still in the State, and where as said lands, together with the lowest market value thereof, have been entered upon the books of this department, and the auditor and treasurer, of this state with approval of the government have ascertained that the sum of \$12.57 is sufficient to cover and satisfy all claims of the State and County against said lands for or on account of taxes- and said sum is not less than the whole of taxes- which were due upon or have accrued against ~~the~~ said lands--- and whereas application has been made to auditor of state by Sarah I. Tatum to purchase said lands and sum of \$12.57 therefore has been paid in the State Treasury, now therefore-----

All the right. and title of the State of Alabama in and to ~~the~~ said lands described as follows; House & lot at Montrose, lying and being situate in said County and State.

X and the same having not been redeemed, the title vests under said sale.

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

Frank Fuller,

GRANTOR

TO

C. C. Mechem.

GRANTEE

Kind of Conveyance	Quit Claim Deed.
Any Reservation to Grantor	See recital.
Date of Conveyance	February 5, 1902.
Date of Acknowledgment	February 30, 1908.
Before Whom	NP New York Co N.Y., (S).
Grantor Married or Single	Does not state.
Separate Acknowledgment of Wife	- - - - -
Before Whom	- - - - -
Date of Filing for Record	March 25, 1908.
Recorded in Deed	Book No. 12NS, Page 683-684.
Dower or Homestead Conveyed Properly	No.
Is it Properly Indexed?	Yes.
Are names of all Signers in Body of Conveyance?	Yes.
Consideration \$ 293.15.	Is it Paid? Yes.
Wilbur J. Smith.	
WITNESS {	

**DESCRIPTION OF PROPERTY CONVEYED**

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

This Deed, made the 5th day of February, 1902, between Frank Fuller, party of the first part, and C. C. Mechem, party of the second part, Witnesseseth, That the said party of the first part for and in consideration of Two Hundred and Ninety Three & 15/100 Dollars, to him in hand paid by the party of the second part, the receipt of which is hereby acknowledged, have remised, released and quit claimed, and by these presents does remise, release and quit claim unto the said C. C. Mechem, his heirs and assigns forever, all that real property in Baldwin County, Alabama, described as follows, towit: Section Thirty Eight (38), being the Middle Division of Sec. 7., Tp. 5 S R 2 E., on the east side of Mobile Bay, commencing at a live oak marked Xlll, which is the corner between Louis D olive and William Patterson; thence East to the eastern boundary of said Sec. 7; thence North 3.17 chains; thence west to Mobile Bay; thence south, to the place of beginning containing 15 acres, more or less; meaning to convey all interest of the said Frank Fuller and especially that acquired by him through a mortgage from Russell Dick, dated on or about April 25th., 1899, and recorded in Book No 2 of Mortgages, pp 600-601, of the records of Baldwin County Alabama.

To have and to hold, forever.

CO-09-0020-417

Recorded in Deed Book 12NS, Pages 683-684, Page 2.

In Witness Whereof, the said party of the first part has hereunto set his Hand and seal the day and year first above written.

Witness: (SIGNED) Frank Fuller (Seal)

Wilbur J. Smith.

The State of New York.) I, Wilbur F. Smith a Notary Public in and for said County of New York. ) County, in said State, hereby certify that Frank Fuller, whose name is signed to the foregoing Conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand, this 30 day of February 1908.

(Seal) (SIGNED) Wilbur J. Smith, Notary Public, New York County, New York. Notary Public, Kings Co.

Filed for record March 25th 1908.

Recorded March 28th 1908.

J.H.H. Smith, Judge of Probate.

CO-09-0020-417

## CAPTION

ABSTRACT OF TITLE  
OFLands of J. S. NICKELSON,IN BALDWIN

County, State of Alabama

## DESCRIPTION

"all the following described real property in Baldwin County, Alabama,  
to wit:

## Parcel 1.

From the Southwest Corner of fractional Section 8 T 5 S, R 2 E according to the survey of Silas Dinsmore U. S. Deputy Surveyor run North 1121.5 feet for a point of beginning; thence west 2753 feet along the South line of Section 39 Charles Stewart grant thence North 416.5 feet; thence East 6203 feet; thence North 19.8 feet; thence East 478 feet; thence South 402.8 feet, thence West 3938 feet to the point of beginning.

## Parcel 2.

From the Southwest Corner of fractional Sectional 8 T 5 S, R 2 E according to the survey of Silas Dinsmore U. S. Deputy Surveyor run North 1121.5 feet thence W 3363 feet along the South line of the Section 39 Charles Stewart grant for a point of beginning; thence N 203 feet; thence W. 600 feet more or less to the margin of Mobile Bay thence Southerly down the Bay till the Southing equals 203 feet thence E 400 feet more or less to the point of beginning, with all riparian rights appertaining.

Both Parcels containing 60 acres more or less and lying in Section 39 Charles Stewart Grant.

ABSTRACT NO. 532.

Total acreage of captioned property \_\_\_\_\_

Exceptions and Reservations:

CO-09-0020-417

ABSTRACTER'S NOTE.

A careful search of the indexes to  
the Lands Records in the Office of  
the Judge of Probate of Baldwin Co.,  
Alabama shows no conveyance out of  
Mary Stewart to any of the lands de-  
scribed in the Caption to this Abstract.

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CO-09-0020-417

ABSTRACTER'S NOTE.

A careful search of the Indexes to  
the Probate Records in the Office of  
the Probate Judge of Baldwin Co., Ala-  
bama shows no Proceedings in the ESTATE  
of Mary Stewart, Deceased. - - - - -

- - - - -

CO-09-0020-417

ABSTRACTER'S NOTE.

A careful search of the indexes to  
the Land Records in the Office of  
the Judge of Probate of Baldwin Co.,  
Alabama shows no conveyance into Fran-  
cis Cypert to any of the lands described  
in the caption to this abstract. - - -

-----

Sarah I, Tatum,

Warranty Deed.

April 3, 1903.

April 6, 1903.

Notary Public, Baldwin Co, ala,  
not stated,

May 7, 1903

Deed 6ns. page 260-1

yes.

yes.

50.00

none

All the following described lot, piece or parcel of land situated  
 in the County of Baldwin, State of Alabama and known and described  
 as follows, to-wit;:-

A lot of land fractional sec, 30 tp, 5s. Range 2. east.  
 commencing at a stake on the western boundary of sec, 29 at a  
 point nine chains 28/100 from the N.W. corner of the S.W. quarter  
 of said sec. 29 and due South from said corner, thence seven 92/100  
 chains to a stake, due South, thence west eight chains, thence  
 in a direction nearly as may be N. 50° E. to place of beginning  
 and the said Sarah I, Tatum, for her heirs.....  
 NOTE:\*\*\*\*\* This instrument is shown for its value as information,  
 being excepted from the deed from Tatum to Thompson, et. al.,  
 12ns. page 63-4. This is shown to indicate just what was excepted.

CO-09-0020-417

Sarah I, Tatum  
"a widow"

Warranty Deed.  
June 22, 1907.  
Same date.  
Notary Public, Mobile Co, Ala  
widow

W.W.Thompson.  
James Keoughan and  
T.C.Booth.

-----  
June 27, 1907;  
Deed Book 12NS. page 63-4

Yes.  
Yes.

5000.000  
Two.

The following described property, situate, lying and being in the County of Baldwin, State of Alabama, to-wit; Two lots in section 30. Tp.5S. Range 2 East, and described as follows;- Beginning at a stake at high water mark on Mobile Bay, said stake bearing from live oak marked thus (x) s. 1030'E. and distant 22 links and being the Sw. corner of the Durnford tract; thence running E. 33.72 chains to a stake, thence S.23 chains to a stake; thence W.16.75 chains to a stake at high water mark on bay; thence with the bay running N.40o45' W.9.67 chains N.35o45' W15 chains N. 28o15' W.3.81 chains to place of beginning, containing 59.10 acres more or less, excepting 1.75 acres on South west of above land heretofore sold and occupied by Anson Harris which is hereby reserved.

(The other lot is described as follows; Conveyed by Cyrus Sibley deceased, to Lancaster on July 19th, 1851 being in fractional section 301 Tp. 5S. Range 2E. beginning at a point which is the North East corner of the above described tract, and distant from high water mark 33.72 cahins thence E. to the West boundry line of section 29; thence S. on said section line 23 chains; thence W. to the South East Corner of the above named tract of land sold by Cyrus Sibley and wife to James Y. Alston and thence N. to the place of beginning containing 46 acres, or thereabouts, excepting certain lots sold by Martha Hunnerwell to Owen, John Parker and others and reserved by said Hunnerwell in her deed to Sarah I. Tatum. containing in all ten (10) acres, more or less, and shown by deeds of Martha Hunnerwell to Owen, Parker and others The above being in block reserved by Martha Hunnerwell in her deed to Sarah I, Tatum recorded in Book K. pages 604 and 605 of the records of Baldwin County, Also excepting three (3) acres, More or less, sold by Sarah I Tatum to Mary H. Stone and three acres (3) more or less sold by Sarah I, Tatum to Annie MacAdams. as shown by deed to said Mary H. Stone and Annie MacAdams in the records of Baldwin County,.....)

CD-09-0020-417

Sarah I, Tatum.

Quit Claim Deed.

June 25, 1907.

Same Date.

Notary public, Mobile Co, ala.

Not stated.

-----  
June 27. 1907.

Deed l. ns. 64-5

yes

yes.

1.00

none.

W.W Thompson,  
James Keoughan and  
T.C.Booth.

Whereas on the 22nd day of June, 1907, the undersigned Sarah I. Tatum- sold to W.W. Thompson, James Keoughan and T.C. Booth, certain lands situated in subdivision or lots , 1 and 2 of fractional section 30 in township 5 South of range 2 east in Baldwin County Alabama, and upon said date executed to said purchaser a deed conveying said property and describing the same by metes and bounds which said deed is hereby referred to and made a part hereof, and whereas that parties to said transaction are desirous of making sure that all of the lands owned by the said Sarah I. Tatum. in the lots or subdivisions aforesaid are fully and completely conveyed to the said purchasers; Now, therefore, -----Do remise, releases, quit claim and convey to the said W.W. Thompson, James Keoughan and T.C.Booth all lands owned by me and situated in said lots or subdivisions one and two of said fractional section 30. of Township 5, South of Range 2 "east in Baldwin County, Alabama.

CD-09-0020-411

W.W.Thompson, et al.,

Warranty Deed.  
July 17, 1907.  
same date. (see below)  
Notary Public, Mobile Co,  
Alabama.

Yes All.

----- None.  
October 14, 1907  
Deed 12ns Pag e 272  
yes.  
2000.00 yes.  
none,

Richard Murray and  
E.D.Pepper.

the following described lands situated in Baldwin County, Alabama  
to-wit. An undivided two fifths interest in 100 acres of land more  
or less in Section 30 township 5 south range 2 east said lands bought  
by W.W.Thompson, James Keoughan & T.C. Booth from Mrs, Sarah I, Tatum  
on or about June 23, 1907 the above lands being fully described in  
deed from Mrs, Sarah I, Tatum to W.W Thompson, James Keoughan & T.  
C. Booth and duly recorded in probate Office of Baldwin Co.....

NOTE: Signatures to instrument are; "W.W. Thompson, Sallie M.  
Thompson James Keughan, Modesta H, Keughan, T.C. Booth.  
body of instrument recites We. W.W.Thompson, & wife Sallie M,  
Thompson James Keughan & wife Modesta Keughan, & T.C. Booth. do  
grant-;;;;;

ACKNOWLEDGEMENTS: James Keughan & Modesta H. Keughan his wife, on  
July 17, 1907 before Notary Public, Mobile Co, Alabama.  
W.W. Thompson & Sallie M. Thompson, his wife, on July 22, 1907 before  
Notary Public, Baldwin Co, Ala.

NOTE: There is apparently no acknowledgement of T.C. Booth to this  
instrument.

CO-09-0020-417

Polly Baker,  
a widow.

Warranty Deed.  
September 2, 1907.  
same date.

Notary Public, Baldwin Co,  
Alama  
widow.

---  
September 10, 1907.  
Deed.12ns. 206-7  
yes  
yes.  
100.00  
none.

Montrose Park &  
Hotel. Co.,

All that real property in Baldwin County, Alabama, described as follows, to-wit; Two cres of land more or less, lying & being in section 30, Township range & bound ries as follow s. on the south & west by lands of Montrose Park Hotel Co, known as the Sarah I. Tatum tract, on the North by Allegrin land on the east by road running from Montrose to Daphne same being land that her house is situated on this lot being in the Northeast corner of the Tatum tract.

Note. Polly Baker signs instrument with her mark. no witnesses.

60-09-0020-417

W.W.Thompson and  
Sallie W. Thompson  
his wife, et al.,

Statutory Warranty Deed.

October 14, 1907.

Yes, see below.

see below.

some. at least, are.

----- None.

January 2. 1908.

Deed 12ns. 4460-1

yes.

yes,

15,00.00 & other

-----

The Monte Rose Park  
Hotel Company.

The following described real estate, situated, lying and being in the County of Baldwin, State of Alabama. to-wit; two lots in section 30, Township 5 South ~~of~~ range 2 East and more particularly described in deeds of Sarah I Tatum to W.W.Thompson, James Keoughan and T.C.Booth, recorded in record book no, 12ns. page 63 and 64 in the probate Office of Baldwin County, and in record book 12ns. pages 64 and 65 in the probate office of said County, respectively, togather with all and singlar-----

NOTE:\* GRANTORS MENTIONED IN BODY OF INSTRUMENT AS FOLLOWS: "WE,  
W.W. Thompson. and Sallie M. Thompson his wife, James Keoughan and  
Modesta L. Keoughan, his wife and T.C. Booth, and unmarried man.  
Richard Murray & his wife, Annie Murray, E.D. Pepper & his wife,  
Estelle Pepper. Signatures are. W.W.Thompson, Sallie M. Thompson,  
Modesta H. Keoughan, James Keoughan, T.C.Booth, E.D.Peppers, Estelle  
Peppers. Annie Murray. Richard Murray.

ACKNOWLEDGEMENTS: E.D.Peppers and his wife Estelle Peppers, and  
Richard Murray and his wife Annie Murray on Dec, 12, 1907 before  
Notary Public Mobile Co, Alabama. Sallie M. Thompson, wife of W.W  
Thompson on Oct, 14, 1907 before Notary Public Macon Co, Ala,  
and James Keoughan and Modesta L. Keoughan, his wife, and T.C. Booth  
unmarried and W.W.Thompson, on Nov. 23. 1907 before Notary Public  
Mobile Co, Alabama.,

CD-09-0020-417

Abstract of title to the following  
described real estate belonging to  
Norvin E. DuBrock, to-wit:

Lots Numbered 36, 39, 42, 43, 52, 55, 56  
and 61 as per plat of Highland Farms Re-  
corded in Misc. Record Number One, Pages  
290-291 in the office of the Judge of Pro-  
bate, Baldwin County, Alabama.

CO-09-0020-417

Rec. 36 - 70.681-R2E.

8	7	6	5	4	3	2	
9	10	11	12	13	14	15	16
24	23	22	21	20	19	18	17
25	26	27	28	29	30	31	32
40	37	38	39		35	24	33
41	42	43	44	45	46	47	48
56	57	58	59	60	61	60	49
57	58	59	60	61	62	63	64

0  
=

CD-09-0020-417

## Transfer of Title

Vizard Investment Co.,  
By William Vizard, Pres.  
and O. M. Ott, Sec'y.

Grantor

To

Baldwin Alabama Truck Farms  
Co.

Grantee

Kind of Conveyance W. D.  
Reservations to grantor no.  
Date of Conveyance Sept. 15th, 1910.  
Date of Acknowledgment Sept. 28th, 1910.  
Before Ernest F. Ladd, N. P.  
Grantor, married or single? ----  
Separate acknowledgment of wife ----  
Before ----  
Date of Filing for record November 3, 1910.  
Recorded in Deed Book 16 NS Page 505-06  
Is it properly indexed? yes.  
Dower of Homestead conveyed properly? yes.  
Are names of all signors in body of conveyance? yes  
Consideration, \$ 28,500. paid? (Note

Witness: } ---

### Description of Property Conveyed

All Section Thirty-five, Township Five South,  
Range Two East, Baldwin County, Alabama, and  
other lands.

Note: A vendor's lien is hereby expressly reserved  
to secure the payment of \$17,500.

Vendors properly cancelled by Henry D. Moorer  
as attorney in fact for Vizard Investment Co.  
by writing cancellation across face of instrument  
said cancellation being dated 6 day of April,  
1922.

Power to cancel the vendor's lien reserved  
in that certain deed dated Sept. 15, 1910 and recorded  
Nov. 3, 1910 in the office of Judge of Probate,  
Baldwin County, Ala. in said Record 16 ns page  
505-4. Power of attorney recorded in  
said Record #1, Page 462, properly executed  
and acknowledged before Notary Public

CO-09-0020-417

## Transfer of Title

Baldwin Alabama Truck Farms  
Co. a corporation, by W. B.  
Gundling, Pres.

Grantor

To

Chas. B. Phillips.

Grantee

Kind of Conveyance W. D.  
Reservations to grantor no.  
Date of Conveyance Feb. 26th, 1914.  
Date of Acknowledgment same date.  
Before William L. Bradshaw, N. P.  
Grantor, married or single? ----  
Separate acknowledgment of wife ----  
Before ----  
Date of Filing for record March 6th, 1914.  
Recorded in Deed Book 21 NS Page 437.  
Is it properly indexed? yes.  
Dower of Homestead conveyed properly? ---  
Are names of all signors in body of conveyance? Yes.  
Consideration, \$ 8250.00 paid? yes

Witness: } Attest: Chas. Daugherty,  
              } Sec'y.

### Description of Property Conveyed

Lots numbered 46, 51, 52, 57, 58, 59, 60 and 61 as per  
plat of Highland Farms recorded in Misc. Book number  
one pages 290-291, in the office of the Judge of Probate,  
Baldwin County, Alabama.

CD-09-0020-417

## Transfer of Title

Chas. B. Phillips and  
Clara D. Phillips, his wife.

Grantor

To

Norvin E. DuBrock.

Grantee

Kind of Conveyance W. D.  
Reservations to grantor no.  
Date of Conveyance June 3rd, 1918.  
Date of Acknowledgment no.  
Before ---  
Grantor, married or single? married.  
Separate acknowledgment of wife no.  
Before ----  
Date of Filing for record June 30th, 1919.  
Recorded in Deed Book 28 NS Page 327.  
Is it properly indexed? yes.  
Dower of Homestead conveyed properly? no.  
Are names of all signors in body of conveyance? yes.  
Consideration, \$ 800.00. paid? yes

Witness: } no.

### Description of Property Conveyed

Lots numbered 51, 52, 61 and 62 as per plat of Highland Farms Recorded in Misc. Record number one pages 290-291 in the office of the Judge of Probate, Baldwin County, Alabama.

# Transfer of Title

Baldwin Alabama Truck Farms Co., a corporation, by W. B. Gundling president.

Kind of Conveyance W. D.  
Reservations to grantor no.  
Date of Conveyance March 10th, 1920.  
Date of Acknowledgment same date.  
Before C. J. Fisher, M. P.  
Grantor, married or single? -----  
Separate acknowledgment of wife -----  
Before -----  
Date of Filing for record Nov. 29th, 1920.  
Recorded in Deed Book 30 NS Page 280.  
Is it properly indexed? yes.  
Dower of Homestead conveyed properly? ---  
Are names of all signors in body of conveyance? yes.  
Consideration, \$ 1920.00 paid? yes.

Grantor

To

Norvin D. DuBrock, and Robert A. DuBrock.

Grantee

Attest: Chas. Daugherty, Sec'y  
Witness: }

## Description of Property Conveyed

Tots numbered 35, 36, 39, 42, 43, 53, 54, 55, 56, 58, 59, and 60, as per plat of Highland Farms recorded in Misc. Record number one, pages 290-291, office of Probate Judge Baldwin County, Alabama.

CD-09-0020-417

## Transfer of Title

Charles B. Phillips and  
Clara D. Phillips, his  
wife.

Grantor  
To  
Norvin E. DuBrock.

Grantee

Kind of Conveyance W. D.  
Reservations to grantor no.  
Date of Conveyance March 1920.  
Date of Acknowledgment March, 1920.  
Before Jacob L. Passage, N. P.  
Grantor, married or single? married.  
Separate acknowledgment of wife yes.  
Before same officer.  
Date of Filing for record April 3, 1920.  
Recorded in Deed Book 29 NS Page 404.  
Is it properly indexed? yes.  
Dower of Homestead conveyed properly? yes.  
Are names of all signors in body of conveyance? yes.  
Consideration, \$300.00. paid? yes.

Witness: } M. E. Geipel.  
              } J. R. Hadley.

### Description of Property Conveyed

Lots numbered 51, 52, 61, and 62 as per plat of Highlands Farms Recorded in Misc. Record number one, pages 290-291 in the office of the Judge of Probate, Baldwin County, Alabama.

Note: This deed is given to correct one heretofore given by Grators to Grantee conveying same property but which was not acknowledged, and bearing date of June 3rd, 1918.

CO-09-0020-417

## Transfer of Title

Robert A. DuBrock and  
Norvin E. DuBrock, unmarried.

Grantor

To

Henrietta DuBrock.

Grantee

Kind of Conveyance W. D.  
Reservations to grantor no.  
Date of Conveyance June 2nd, 1920.  
Date of Acknowledgment Same date.  
Before S. S. White, N. P.  
Grantor, married or single? ~~married~~ single.  
Separate acknowledgment of wife -7-  
Before ----  
Date of Filing for record Nov. 24th, 1920.  
Recorded in Deed Book 30 NS Page 271.  
Is it properly indexed? yes.  
Dower of Homestead conveyed properly? yes.  
Are names of all signors in body of conveyance? yes.  
Consideration, \$love and af. paid?

Witness: { S. S. White, N. P.  
                  George E. DuBrock.

### Description of Property Conveyed

Lots numbered 46, 51, 52, 61 and 62 as per plat of Highlands Farms recorded in Misc. Recird number one pages 290-291 in the office of the Judge of Probate, Baldwin County, Alabama.

# Transfer of Title

Robert A. DuBrock, unmarried.

Grantor

To

Norvin E. DuBrock.

Grantee

Kind of Conveyance W. D.  
Reservations to grantor no.  
Date of Conveyance Sept. 2, 1922.  
Date of Acknowledgment same date.  
Before S. S. White, N. P.  
Grantor, married or single? single.  
Separate acknowledgment of wife----  
Before -----  
Date of Filing for record Sept. 7th, 1922.  
Recorded in Deed Book 32 NS Page 380.  
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 Division of paid? lands

Witness: } S. S. White.

## Description of Property Conveyed

All my undivided one half interest in lots numbered  
55, 56, 42, 43, 36, 39, in the South half of Section  
Thirty-five, Township Five South, Range Two, East,  
and lots as per plat of Highland Farms recorded in Misc.  
record number one, page 290-291 in the office of the  
Probate Judge, Baldwin County, Alabama.

## Transfer of Title

Henriette B. DuBrock and  
George E. DuBrock, her hus-  
band.

Grantor  
To

Norvin E. DuBrock.

Grantee

Kind of Conveyance W. D.  
Reservations to grantor no.  
Date of Conveyance Sept. 2nd, 1922.  
Date of Acknowledgment same date.  
Before S. S. White, N. P.  
Grantor, married or single? married.  
Separate acknowledgment of wife yes  
Before same officer.  
Date of Filing for record Sept. 7th, 1922.  
Recorded in Deed Book 32 NS Page 360.  
Is it properly indexed? yes.  
Dower of Homestead conveyed properly? yes.  
Are names of all signors in body of conveyance? yes.  
Consideration, \$1.00 & love and af. paid? yes.

Witness: { S. S. white.

## Description of Property Conveyed

Lots numbered 52 and 61 as per plat of Highland Farms  
Recorded in Misc. record number one, pages 290-291 in  
the office of Probate Judge, Baldwin County, Alabama.

CD-09-0220-417

(Alabama No. 7)

ATTORNEY'S FIRST CERTIFICATE.

STATE OF Alabama

COUNTY OF Baldwin

TO Hiram E. DeBrock Owner.

I hereby certify that I have made or verified this Abstract of Title from a careful investigation and examination of the public records of Baldwin County, State of Alabama that said Abstract properly enumerates and sets forth all recorded instruments affecting the title to the property therein described and abstracted, beginning from this date and going back for a period of eleven years and through your acquisition. That said abstract also enumerates and sets forth all recorded unsatisfied vendors liens and mortgages and other liens from this date and going back for a period of twenty years. There are no deeds unsatisfied, mortgages, judgments, liens or encumbrances of record affecting the title to said property during the period of this abstract, except the following, to-wit:

- (1) \_\_\_\_\_ see page \_\_\_\_\_ of Abstract  
(2) \_\_\_\_\_ see page \_\_\_\_\_ of Abstract  
(3) \_\_\_\_\_ see page \_\_\_\_\_ of Abstract  
(4) \_\_\_\_\_ see page \_\_\_\_\_ of Abstract

and that all taxes assessed against said property have been paid, except the taxes for the year \_\_\_\_\_; that, subject only to the aforesaid liens, in my opinion the title to said property, so far as shown by the records of said county during the period covered by this abstract is good and valid in fee simple in the said \_\_\_\_\_; and that when the aforesaid liens have been satisfied the deed of trust or mortgage in favor of the Federal Land Bank of New Orleans, when duly executed and recorded, would be a first lien upon the said property.

Signed at Bog Donelle, Ala, this 22<sup>nd</sup> day of December, 1922

Henry D.

Attorney for above owner of land.

ATTORNEY'S FINAL CERTIFICATE.

(To be signed after proper filing and recording of said mortgage in said county.)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I hereby certify that I have carefully examined the public records of \_\_\_\_\_ county, in said State, since and including the date of the foregoing Attorney's First Certificate, and find that all mortgages and liens and encumbrances named in the said first certificate, or that have since been created, have been satisfied and discharged of record, as shown by my notation on the following pages of this abstract, to-wit: Pages No. \_\_\_\_\_; that there are no proceedings commenced in any State or Federal Court, so far as shown by the records in said county, which affect the title to this land; and that the title to the said land is good and valid in fee simple in said \_\_\_\_\_, so far as disclosed by the records during a period of eleven years, preceding the date of this certificate, subject only to the deed of trust or mortgage to the Federal Land Bank of New Orleans, which is described in the abstract to which this certificate is attached, and which is a first mortgage on said lands.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Abstracter and Examining Attorney for Borrower.

L16-0200-60-TP

ALABAMA

ABSTRACT OF TITLE.

No. \_\_\_\_\_

LANDS OF

Norman C. DuBrock  
Alabama STATE  
Baldwin COUNTY

I have examined the foregoing abstract and certify that, as shown thereby, Norman C. DuBrock has a good and merchantable title to the lands described on the Caption page thereof, free of any and all claims or encumbrances of any kind, except the deed of trust or mortgage executed by him to The Federal Land Bank of New Orleans, which is a first mortgage on said lands.

Witness my hand, this the 6th day of February, 1923

Attorney for Federal Land Bank of New Orleans.

Approved:

G. W. Moore  
F. K. Gosselink  
General Counsel

20062

CD-09-0020-417

Montrose Park Hotel Company.  
by E.D. Peppers, Pres, Attest  
R.A. Sands, Secy (Corp-Seal)

Deed of Trust.  
September 1, 1911.  
same date  
Notary Public Mobile  
County, Alabama.  
September 11. 1911.  
10 652-6

City Bank & Trust Company  
by E.J. Buck, Pres. Attest  
A.G. Tonsmeire, Asst-Cashier

15,00.00  
none.

The following described lands and appurtenances, lying and being in the County of Baldwin and State of Alabama, on the Eastern shore of Mobile Bay between the villages of Montrose and Daphne and particularly described as follows, that is to say, all of that real property in Baldwin County, Alabama described as follows;

Beginning at a point on the east side of the bay of Mobile, known as the Southwest corner of the Thomas Burnford tract as located by the United States surveyor; running thence east 56 chains to the west boundary of section 29, township 5 south range 2 east; thence north on said section line 17 chains to a point, thence west 56 chains more or less. to Mobile Bay; thence south by the margin of the bay to the place of beginning; being the same property conveyed by the City Bank & Trust Company, Trustees, et, al, to grantor herein by deed recorded the 9th day of July, 1908, in record book 13ns,, pages 262-3-4 of the probate court of Baldwin County.

Also two (2) acres of land, more or less lying and being in section 30.

Continued from proceeding page.

Township range and bounded as follow; on south and west by lands of Montrose Park Hotel Company, known as the "Sarah I.", Tatum tract; on the North by Allegrie lands; on the east by road running from Montrose to Daphne; same being the land on which is or was situated the house of one Polly Baker, and being in the Northeast corner of the Tatum tract, which land is conveyed to the grantor herein by Polly Baker by deed filed for record in the Probate office of Baldwin County, on the 10th day of September, 1907 and recorded in deed book 12ns. pages 206-7.

Also two) 2 lots in section 30, township 5 south range 2. east and described as follows; Beginning at a stake at high water mark on Mobile Bay. said stake bearing from a live oak marked (x) s. lo30' east a distant 22 links and being the Southwest corner of the Dunford tract; thence running east 33.72 chains to a stake; thence south 23 chains to a stake; thence west 16.75 chains to a stake at high water on bay; thence running with the bay north 40045' W9367 chains North 350 45' west 15 chains, north 280 15' west 3.81 chains to the place of beginning, containing 59.10 acres, more or less, excepting 1.75 acres on Southwest of above lands heretofore sold and now or formerly occupied by Anson Harris.

The second lot is described as follows; Conveyed by Cyrus Sibley deceased, to Lancaster on July 29, 1851, being in fractional section 30, township 5. south range w2 east. ~~beginning~~ at a point which is the northeast corner of the above described tract and distant from high water mark 33.72 chains thence east to the west boundary line of section 29; thence south on said section 25 chains; thence west to the southeast corner of the above named tract of land sold by Cyrus Sibley and wife to James Y. Alston; and thence north to the place of beginning, containing 46 acres, or there abouts. Excepting certain lots sold by Martha Hunnerwell to Polly Owen, John Parker, et.al. X The above being in the block reserved by Martha Hunnerwell in her deed to Sarah I. Tatum, recorded in book "K" pages 604-605 of the records of Baldwin County. Also excepting three (3) acres, more or less, sold by Sarah I. Tatum to Mary H. Stone, and three (3) acres, more or less sold by Sarah I. Tatum to Annie McAdams as shown by deeds of said Mary H. Stone and Annie McAdams. In the records of Baldwin County; - Being the same property conveyed to the grantor herein by William W. Thompson by deed records the 24th day of December, 1907, in deed book 12ns. pages 460-1 of the records of the probate Court of Baldwin County and more particularly referred to and described in whole or in part by deeds of Sarah I. Tatum to William W. Thompson, et.al., recorded in deed book 12ns. pages 63-4 and deed 12ns. pages 64-65 of the probate Records of Baldwin County, Alabama.....

X land reserved by said Hunnerwell in her deed to Sarah I. Tatum containing in all ten (10) acres, more or less, as shown by deeds of Martha Hunnerwell to Polly Owen, John Parker, et.al., ~~etc.~~ The deed of trust is expected to cover a sum of \$10,000.00 and interest thereon to be paid to the trustee, and the principal amount of \$15,000.00 will be paid to the trustee on the date of

X jink

BILLY EDGE Lincoln Parker      Billy Edge  
Baldwin Coounty is in Alabama, the best State in the union

CD-09-0020-417

State of Alabama  
-vs-  
Montrose Park Hotel Co.,

Probate  
Baldwin Co., Ala.,  
Delinquent Docket  
No. 19 pages 79.)

recites the rendering of a decree in the above captioned Court for the sale of "Thomas Durant tract known as Montrose Park Hotel T Tract, Sec.42, T5S R2# for the taxes due there on for the year 1925.

CD-09-0020-417

Ala. No. 6

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

The United States of America, by  
 Woodrow Wilson, President,

GRANTOR

TO

Mary Stewart.

GRANTEE

Kind of Conveyance	Land Patent.
Any Reservation to Grantor	None.
Date of Conveyance	July 7, 1915.
Date of Acknowledgment	None.
Before Whom	-----
Grantor Married or Single	-----
Separate Acknowledgment of Wife	-----
Before Whom	-----
Date of Filing for Record	July 26, 1915.
Recorded in	Deed Book No. 23NS, Page 382.
Dower or Homestead Conveyed Properly	Yes.
Is it Properly Indexed?	Yes.
Are Names of All Signers in Body of Conveyance?	-----
Consideration \$	Claim #7. Is it Paid?
None.	
WITNESS }	

**DESCRIPTION OF PROPERTY CONVEYED**

Give Description as in Deed and also Show Any and All Kinds of Reservations

Montgomery 09493 4-1040.

THE UNITED STATES OF AMERICA.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, there has been deposited in the General Land Office of the United States a Certifice of the Register and Receiver of the Land Office at Montgomery, Alabama, whereby it appears that the Private Land Claim of Mary Stewart, being Claim No 7 in Report No 4 of the Register and Receiver at Jackson Court House, dated July 11, 1820 (American State Papers, Gales and Seaton's edition, volume 3, page 448), was confirmed by section three of the Act of May 8, 1822, (3 Stat. 707), and that the said claim has been duly surveyed to embrace Section thirty-nine in Township five South of Range two east of the St Stephens Meridian, Alabama, containing sixty-eight and twenty-nine-hundredths acres, as shown by the Township Plat approved May 19, 1845.

(SEAL)

Patent No. 481535.

Filed for record July 26th 1915.

Recorded July 28th 1915.

CO-09-0020-417

Alabama No. 7

(Abstract on this sheet Mortgages, Deeds of Trust, Judgments, Notice of Lis Pendens Liens and Encumbrances of every kind and nature for which no other specific form is provided.)

ENCUMBRANCES

Marlow Turpentine Company,  
et al., See Recital,

Kind of Encumbrance Deed of Trust.

Date of Encumbrance November 17 1916.

Date of Acknowledgment See Recital.

Before Whom See Recital.

Date Filed for Record December 22 1916.

Recorded in Mtg. 16, Book No. 666-671.  
See Recital. See Recital.

GRANTEE Consideration, \$ When due

DESCRIPTION OF PROPERTY ENCUMBERED

State of Alabama,) This Deed of Trust, made on this 17th day of November  
County of Baldwin) A. D., 1916 Witnesseth

That Marlow Turpentine Company, a partnership composed of W. H. Stapleton, L. D. Smith and George Baldwin, individually and as partners doing business under the name and style of Marlow Turpentine Co. and Mollie Stapleton and Mary E. Smith, the respective wives of W. H. Stapleton and L. D. Smith and Rose Baldwin wife of Geo. Baldwin of Baldwin County, State of Alabama hereinafter called the party of the first part, in consideration of the sum of Eleven Thousand (\$11,000.00) Dollars to said party of the first part, in hand paid by Taylor Lowenstein & Co., a partnership composed of Thos. J. Taylor, Aaron A. Lowenstein and Sidney Lowenstein, all of Mobile, Alabama called the party of the second part, the receipt whereof is hereby acknowledged, and in order to secure such other and further advances of money, goods, wares, merchandise, machinery, equipments, tools, and supplies as may from time to time until this deed of trust is fully paid and satisfied, be purchased for, or furnished, delivered or supplied to, the party of the first part by said party of the second part, and to secure the due and full performance by said party of the first part of a certain contract called a shipping contract made this day by the parties hereto, reference to which is hereby made as a part hereof as well as in consideration of the sum of ten dollars to the party Note on Margin of Page 666, Mtg. Book 16:- For Partial Release see Mtg. Book 52, page 534.

REMARKS: (Copy of satisfaction) For Partial Release see Mtg. Book 67, Page 167-8.  
For Partial Release see Mtg. Book 80 Page 154-5.

Not on Margin of Page 667, Mtg. Book 16:- For Par. Release see Mtg. Book 80, Page 331-2.

Page No. \_\_\_\_\_ For Partial Release see Mtg. Book 80 Page 163-4.

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Recorded in Mortgage Book No. 16, Pages 666-671, page 2.

of the first part in hand paid by Hiram C. Taylor, trustee, do hereby bargain, sell, assign, set over, convey and warrant unto the said trustee the following described property, in the Counties of Baldwin and Choctaw, Alabama, and Greene or George County in the State of Mississippi that is to say:

One 16 Barrel turpentine still and all the fixtures and appurtenances thereunto belonging or appertaining, together with the location on which the same and the buildings appurtenant thereto or connected therewith, are situated, and the right to operate the same for naval stores purposes, and for the purpose of conducting a naval stores business at said place. Said still being located on lands owned by Cleverdon.

Also Four dark brown mules described as follows;

One mare mule named "Sister".

One mare muled named "Dell"

Also two horse mules named "Jack" and "Dock".

Also, One Bay Horse named "Jimmie".

One " " " " " Dan" being property of L. D. Smith.

One Gasoline Pump and engine; One motor boat; One Barge.

About twelve crops of Patent Turpentine Cups and Aprons.

Also --- vehicles and harness described as follows:

Two --- 2 Horse wagons and harness.

Together with all harness, bridles and saddles appurtenant to said business or used on any animals in connection therewith.

Also all dip barrels and all tools, utensile and appurtenances and distillers' supplies, with all staves, headings, bungs, batting, glue, coopers' tools, and all materials for use in a cooperage business, and all buildings or erections of every sort on said premises, and generally all articles or things belonging to or for use in connection with said still or naval stores business.

Also all the books and open accounts, notes, checks, bills receivable and all debts and evidences of debt now accrued or hereafter accruing from said naval stores business or said store or commissary appurtenant thereto.

Also all of the following real estate, to-wit:

PROPERTY OF W. H. STAPLETON IN BALDWIN COUNTY.

A one-fourth undivided interest in Sec. 33, T.5 S.R.2 East. a one-fourth undivided interest in  $\frac{1}{2}$  of Sec. 34, T.5 S.R.2 E. all in Baldwin County, Ala.

PROPERTY OF L. D. SMITH IN BALDWIN CO., ALA.

Beginning at a stake 209 ft. E. of the NW. Corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec. 17, in T.6 S. of R.2 E., thence East 56 ft. to a stake; thence south 665 ft. to a stake; thence West 265 $\frac{1}{2}$  ft. to a stake; thence N. 456 ft. to a stake; thence East 209 ft. to a stake; thence North 209 ft. to the place of beginning, containing 3 acres, being the same property conveyed to L. D. Smith by John H. Lewis by Deed dated November 26, 1912 and recorded in record book No. 20, P. 258, of the records of Baldwin County, Alabama.



CD-09-0020-417

Recorded in Mortgage Book No. 16, Pages 666-671, page 3.

PROPERTY OF W. H. STAPLETON IN BALDWIN COUNTY., Ala.

Also an undivided one fourth interest in and to the following described property:

All the William Patterson Grant, Section 8, T.6 S.R.2 E., which lies north of a line extending west to Mobile Bay, from the Northwest corner of Section Nine, except 11 acres sold to Ellen Hill, 21.90 acres sold to Milton B. Roe; about 8 acres to G. F. Thomas, - 10 acres sold to Thomas, 5 acres sold to Andrew Fielding, and 5½ acres sold to Enoch Thompson Also, the NW $\frac{1}{4}$  of NW $\frac{1}{4}$  and NE $\frac{1}{4}$  of SW $\frac{1}{4}$  Sec. 4, T.6 S.R.2 E. Also the NW fractional section 5 T 6.S R 2 E. Also fractional section 32, T.5 R.2 E. except four acres sold to Margaret Davis. Also the following lots and squares in the town of Montrose; Lots 2 and 3 in square #1, and Squares Nos. 17, 18, 19, 20, 21, 22, 24, and 25, containing 87 acres, more or less, in T.5 S.R. 2 E.

PROPERTY OF L. D. SMITH IN BALDWIN COUNTY, ALABAMA.

Beginning at a stake which is 117½ ft. North of the SW corner of the Fractional NE $\frac{1}{4}$  of Sec. 39, thence run North 219½ ft. to a stake thence East 317 ft. to a stake, thence west along the north line of Volanta Avenue 49 ft. to a stake, thence along the line of said Avenue north 70 degrees west to a point of beginning. The tract described contains 2 acres and is a part of the homestead of Monroe Smith, to-wit:

The Fractional NE $\frac{1}{4}$  of Frac. Sec. 39, T.6 S.R.2 East, Baldwin County, Alabama and being the same property conveyed to L. D. Smith by Geo. Baldwin and Rosalie Baldwin by Deed dated November 2nd 1910 and recorded in Deed Book No. 18, Page 446, of the records of Baldwin County, Alabama.

From the NW. Corner of the NE $\frac{1}{4}$  of Sec 20, T.6 S.of R.2 East, run South 13 and 75/100 chains for a point of beginning, thence east 374 ft. to a stake, thence south 418 ft. to a stake, ~~thence south 418 ft. to a stake~~, thence West 83 ft to a stake, thence north 5 degrees east 203 ft. to a stake, thence north 83 degrees west 309 ft to a stake, thence north to point of beginning, said tract containing 2 acres more or less, and is a part of the homestead conveyed by Stephen McDonald and Biner McDonald to William Smith and recorded in Deed Book #15, N.S. Page 541, in the records of Baldwin County, Alabama, being the same property conveyed to Lee Smith by William Smith and Ollie Smith, by Deed dated September 4th, 1911, and recorded in Deed Book No. 18 N.S. Page 445-6, of the records of Baldwin County, Alabama.

PROPERTY OF GEO. BALDWIN IN CHOCTAW COUNTY, ALABAMA.

NE $\frac{1}{4}$  of SE $\frac{1}{4}$  Sec. 24, Tp 9 R 4 in Choctaw County, Ala. by mortgage recorded in Vol. 72, record of mortgages, page 29 on the 25th day of April, 1914, records of Choctaw County, Ala.

PROPERTY OF GEO. BALDWIN IN GREENE OR GEORGE MISSISSIPPI.

Commencing 52 ft. north of the NW Corner of Cedar and London Streets running north along the west line of London St., 52 ft. thence west 95 ft, thence south 52 ft., being a part of the east half of lot 3 of Block 8 of the new plat of the Town of Lucedale, Greene County, Mississippi. Recorded on Sept. 2, 1909, in Bk M. Page 52-3, records of Greene County, Miss.

*thence east 95 ft. to the place of beginning*

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Recorded in Mortgage Book No. 16, Pages 666-671, page 4.

Commencing at the NE Corner of the NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Sec. 33, Tp.1 South, Range 6 West, and run west 6 chains & 32 links thence south 6 chains & 32 links to a starting point, thence run south 3 chains & 16 links, thence west 3 chains & 16 links thence north 3 chains & 16 links thence east 3 chains and 16 links back to the starting point, containing one acre more or less.

Commencing at the northeast corner of the NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 33, Tp.1 south, range 6 west, and from thence run west 9 chains & 48 links, thence run south 3 chains & 16 links, to a starting point, thence run west 3 chains & 16 links, thence run south 3 chains & 16 links, thence run east 3 chains & 16 links, thence run north 3 chains & 16 links, back to the starting point. Said lands containing 1 acre more or less.

All that part of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Sec. 33 Tp.1 S.R.6 W. beginning at a point on the north side of the old Gresham RR right of way which point is 9.49 chains west and 4.42 chains north of the SE corner of said NW SW $\frac{1}{4}$  running thence north N 50° E) 3.16 - 1/3 chains thence west 6.33 chains thence south 4.27 $\frac{1}{2}$  chains thence east 5.20 chains to the Gresham right of way thence along said RW north 47 degrees east 1.55 chains to the place of beginning containing 2.3 acres of land.

Commencing at the SE corner of London & Cedar Streets and from thence run north 149 ft. to a starting point and from thence run west 95 ft. thence run north 65 ft. thence run east 95 ft. thence run south 65 ft. back to the starting point and situated in lot No. 3 Block No. 8 of the town of Lucedale according to a plat of said town now on record in the Chancery Clerk's office of Green County, Miss.

Commencing at the NE corner of the SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Sec. 33 TP.1 S. Range 6 West and run west 417 ft. to a starting point thence run south 50 ft. thence run west 95 ft. thence run north 50 ft. thence run east 95 ft. back to the starting point said land being in the town of Lucedale, Miss.

Commencing at a point where the west line of London Street crosses the north line of Cedar St. and from thence run west 95 ft. thence run north 52 ft. to a starting point and from said starting point run west 15 ft. thence run north 215 ft. thence run east 15 ft. thence run south 215 ft. back to the starting point being situated in lot No. 3 of Block No 8 of said Town of Lucedale, Miss.

Commencing at the southeast corner of Cedar & London Sts., thence run north 104 ft. to a starting point, thence run west 95 ft., thence run north 50 ft. thence run east 95 ft. thence run south 50 ft. back to the starting point said land lying west of London St. and north of Cedar St. in Lot No. 3 of Block No. 8 according to the resurvey of the said town of Lucedale.

Also, the following leases for, turpentine purposes; said leases being hereby transferred set over and assigns as additional security to the said trustee, his successors and assigns, together with all the right, title and interest of the said party of the first part, in, and to the premises described, and the rights and privileges thereby granted, for the

Recorded in Mortgage Book No. 16, Pages 666-671, page 5.

length of time and in the manner specified in each of said leases respectively to-wit:

Lease dated Feb. 12, 1912, made by Heirs of James T. Nelson deceased to Stapleton Bros. and covering the following described lands:

Lease dated July 30th 1912, made by James A. Bishop to Stapleton Bros.

Lease dated Jan. 24, 1912, made by J. W. Grove and wife to Stapleton Bros.

Lease dated Feb. 20th, 1912. made by Mary Ann Bishop and Hattie Bishop to Stapleton Bros.

Lease dated Feb. 8, 1916, made by Frank A. Schaffer to E. A. Summers and not recorded. Covers land in Baldwin Co. Ala. SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec. 27 Tp.6 S.R.3 E.

Lease dated March 21, 1915, made by Mrs. Ella Shoemaker G. H. Shoemaker Fred F Shoemaker by their attorney, J. W. Lagergreen, to Marlow Turpentine Co. and recorded in Bk. 24 NS Pages 322-3 of the records of Baldwin Co. Ala. March 23, 1916.

Lease dated Jan. 8, 1916, made by Sarah M Manning & Husband to Marlow Turpentine Co. and recorded in Bk. 24 NS Pages 284 of the records of Baldwin Co., Ala. on the 16th day of Feb. 1916.

Lease Feb. 8, 1916, made by Mrs. O. A. Rowe to Marlow Turpentine Co. and covering property in Baldwin Co., Ala.

Lease dated Feb. 8th, 1916, made by Max Fooden to E. A. Summers and covering property in Baldwin Co., Ala., NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec. 27, Tp.6 S. of 3 E. not recorded.

Lease dated Feb. 16, 1916, made by N. J. Peterson and wife, Anna Peterson to Marlow Turpentine Co., and covering the following described lands: 40 acres described as the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec. 28, Tp.6 So., R.3 East. Not recorded.

Lease dated Feb. 23, 1915, made by Nellie K. Baldwin, to Marlow Turpentine Co. and covering lands in Baldwin Co., Ala SW $\frac{1}{4}$  of SW $\frac{1}{4}$  Sec.28, Tp. 6 S R 3 East, All except SW $\frac{1}{4}$  of SW $\frac{1}{4}$  Sec.29, Tp 6 S R 3 East; NE $\frac{1}{4}$  & S $\frac{1}{2}$  (except N $\frac{1}{2}$  of NW $\frac{1}{4}$  of Sec.30, Tp 6 S R 3 East; SW $\frac{1}{4}$  SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , W $\frac{1}{2}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$  Sec.31, Tp.6 S.R.3 East; 37 acres in N $\frac{1}{2}$  Sec.31 bounded by land of Gabel and Broadwood. Sec.31, Tp 6 S R 3 East, N $\frac{1}{2}$  of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  S.W $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  Sec.31, Tp.6 S.R.3 East; 16 acres in NW corner of NW $\frac{1}{4}$  of NW $\frac{1}{4}$  Sec. 31, Tp 6 S.R.3 East. NE $\frac{1}{4}$  of NE $\frac{1}{4}$  NE $\frac{1}{4}$  of NW $\frac{1}{4}$  27 acres in NW $\frac{1}{4}$  of NE $\frac{1}{4}$  Sec.32 Tp/6 S.R.3 East, SE $\frac{1}{4}$  of NW $\frac{1}{4}$  all S $\frac{1}{2}$  except NE $\frac{1}{4}$  of SE and NW $\frac{1}{4}$  of SW Sec. 32 Tp.6 S. Range 3 East. Recorded in Book 22NS Page 648 of the records of Baldwin Co., Ala., Feb. 26, 1915.

Lease dated Jan. 24, 1916, made by The Fairhope Single Tax Corporation by Lydia J. Newcomb Comings, President, to Marlow Turpentine Co. and recorded Feb. 2, 1916 in Bk. 24 L.S. page 202, records of Baldwin County, Ala.

SW $\frac{1}{4}$  of NW $\frac{1}{4}$  Sec. 33 Tp.6 S. Range 3 East.

CO-09-0020-417

Recorded in Mortgage Book No. 16, Pages 666-671, page 6.

Lease dated Feb. 10, 1915, made by Fairhope Single Tax Corporation by Lydia J. Newcomb Comings, Pres. to Marlow Turpentine Co. and recorded Feb. 26, 1915 in Book 22 NS page 1467 of the records of Baldwin County, Ala.

Lease dated March 10, 1916, made by Jerome Matson and sister, Mary Althea Matson to Marlow Turpentine Co. and recorded March 23, 1916 in Book 24NS page 323 records of Baldwin Co., Ala.

Also, any other leases, leaseholds or other interests in lands now owned or hereafter during the continuance of this contract, or until the indebtedness and obligations hereby secured are fully satisfied and discharged, acquired by said party of the first part, together with all the right, title and interest of said party of the first part, of, in and to, the property covered thereby or described therein and the rights and privileges thereby granted, for the length of time and in the manner specified in each such lease or conveyance or leasehold or other interests in land.

Also, all buildings, shanties, and other structures, whether on the lands herein rescribed and conveyed or on other lands, with full right of access to same and the enjoyment thereof.

Also, all the turpentine boxes, together with all rights appurtenant thereto, and all product therefrom whether on lands covered hereby or on other lands, now owned or controlled by the party of the first part, or which may be acquired or controlled by the party of the first part during the continuance of this contract. Hereby warranting that the party of the first part has at the present time the following:

crops (containing 10,500 boxes each) of virgin boxes;

crops (containing 10,500 boxes each) of yearling boxes;

crops (containing 10,500 boxes each) of third year boxes;

crops (containing 10,500 boxes each) of fourth year boxes;

Also, all crude and manufactured turpentine, spirits turpentine, rosin and other products owned or in any manner acquired by the party of the first part during the continuance of this contract, including all crude turpentine in the boxes, at the still, or elsewhere, and all products of said naval stores farm and business of every kind and character, and all which may during said time be purchased, gathered or manufactured by the servants of said party of the first part or by any one for said party, whether on any of the lands or leaseholds described herein or elsewhere. Also, all growing crops of every description, both before and after severance from the lands.

Also, any increase of the above property or any part thereof until this deed of trust is fully satisfied and discharged.

Also, all the other property, real, personal and mixed, now owned, or hereafter during the continuance of this contract acquired by said party of the first part, situated in said counties of Baldwin and Choctaw in Alabama and Greene or George in the State of Mississippi saving and excepting therefrom all stocks of goods kept for sale now or hereafter contained in the commissary or store of said party of the first part.

CD-09-0020-417

Ala. No. 6

The Federal Land Bank of New Orleans  
TRANSFERS OF TITLE

Jesse B. McGill and his wife Mackie A. McGill, T.J. McGill, and wife Mamie O. McGill,

GRANTOR

TO

Sallie H. Jernigan.

GRANTEE

Kind of Conveyance	Warranty Deed.
Auy Reservation to Grantor	None.
Date of Conveyance	December 30, 1918.
Date of Acknowledgment	December 30, 1918.
Before Whom	NP Mobile Co Ala., (S).
Grantor Married or Single	Married.
Separate Acknowledgment of Wife	Yes.
Before Whom	NP Mobile Co Ala., (S).
Date of Filling for Record	December 27, 1920; 1PM.
Recorded in	Deed Book No. 30NS, Page 337.
Dower or Homestead Conveyed Properly	Yes.
Is it Properly Indexed?	Yes.
Are Names of All Signers in Body of Conveyance?	As shown above.
\$250.00 & other val.cons.	
Consideration \$	Is it Paid? Yes.
None.	
WITNESS }	

## DESCRIPTION OF PROPERTY CONVEYED

Give Description as in Deed and also Show Any and All Kinds of Reservations

STATE OF ALABAMA) KNOW ALL MEN BY THESE PRESENTS, That Jesse B. McGill and COUNTY OF MOBILE) his wife Mackie A. McGill, T.J. McGill, and wife Mamie O. McGill, parties of the first part, for and in consideration of the sum of two hundred and fifty dollars (\$250.00) and other valuable considerations, to us in hand paid by Sallie H. Jernigan, party of the second part, the receipt whereof is hereby acknowledged, do by these presents bargain, sell and convey unto the party of the second part, all of our right, title and interest in and to the following real property situated in the County of Baldwin and State of Alabama, to-wit:-

A parcel of land situated in the Northeast quarter of Section Twenty-seven (27), Township five (5) South, Range two (2) East, commencing at a stake which is twenty-five (25) chains South of the Northeast corner of Section twenty-seven (27) and on the East line of the Section; Thence West sixteen (16) chains to a stake; thence North fifteen (15) chains to a stake on the South Line of Mrs. S. A. Simmons land; thence West eight (8) chains and thirteen (13) links to a stake, at the Northeast corner of H. J. Burroughs land; thence South along the Ease line of H. J. Burroughs land nineteen (19) chains and ninety-four (94) links to a stake on the North line of J. R. Hammetts land formerly the J. S. Dean land, eight (8) chains and thirty-nine (39) links to a stake; thence South thirty (30) links to a stake; thence East sixteen (16) chains to the Northeast corner of the J. R. Hammetts land; thence North on the Section line five (5) chains and thirty-eight (38) links to the point of beginning., contains Twenty-four and eight-one hundredths acres (24 & 81/100) acres and known as the Mc Gill place.

*Runs East on the North line off J. R. Hammetts land*

CO-09-0020-417

Recorded in Deed Book 30NS, Page 337, page 2.

TOGETHER WITH ALL AND SINGULAR the rights, tenements, privileges and appurtenances thereunto belonging. TO HAVE AND TO HOLD unto the party of the second part her heirs and assigns forever.

WE FURTHER COVENANT with the party of the second part, that we are lawfully seized in fee of the aforegranted premises that they are free from all encumbrances that we have a good right to sell the same and we will, and our heirs, FOREVER WARRANT AND DEFEND the title against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF we have hereunto set our hands and seals this the 30 day of December, 1918.

(SIGNED) Jesse B. McGill (SEAL)  
Mackie A. McGill (SEAL)  
Thomas J. McGill (SEAL)  
Mrs. Mamie O. McGill (SEAL)

(50¢USIR Stamp attached.)

STATE OF ALABAMA,) COUNTY OF MOBILE.) I, W.P.Roberts a Notary Public, in and for said County and State, do hereby certify that Jesse B. McGill, Mackie A. McGill, T.J.McGill and Mamie O. McGill, whose names are signed to the foregoing conveyance known to me, being informed of the contents of said conveyance acknowledged before me that they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 30 day of December, 1918.  
(SEAL)

(SIGNED) W. P. Roberts.  
Notary Public Mobile County.

STATE OF ALABAMA,) COUNTY OF MOBILE.)

I, further certify that Mackie A. McGill, known to me, to be the wife of the above named Jesse B. McGill, and Mamie O. McGill, known to me to be the wife of T.J.McGill, each being examined separate and apart from her husband touching her signature to the foregoing conveyance, acknowledged before me, that she executed the same without fear, threats or constraint on the part of the husband.

Given under my hand this the 30 day of December, 1918.  
(SEAL)

(SIGNED) W. P. Roberts,  
Notary Public Mobile County.

Filed for record Dec. 27th, 1920, at 1 P.M.

Recorded Dec. 30th, 1920.

Jas.M.Voltz, Judge of Probate.

CD-09-0020-417

Alabama No. 8

LEGAL PROCEEDINGS

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA  
IN LAW.

State of Alabama,

VS.

Simuel Robinson.

NOTE: Begin with this sheet and by, adding as many additional sheets as are necessary, set forth abstract of legal proceedings, showing all essential features thereof.

Delinquent Docket No. 26, Page 97.

From NW cor sec 29, t5s r2e, run 1968 ft E. to cor Henry Pickett's land, thence S. 418 ft to cor, thence E. 104.28 ft to cor, thence S. 208.56 ft, W. 208.56 N. 208.56 ft, E. 104.28 ft to point of begin sec 29, t5s r2e, Sold for tax for year 1930. Decree Dated June 8, 1951, Sold to State 7/8/31. G W Humphries, Judge. Total \$14.50.

CO-09-0020-417

Ala. No. 6

**The Federal Land Bank of New Orleans  
TRANSFERS OF TITLE.**

J. E. Drysdale and his wife Ada M  
Drysdale and S. M. Brown and his  
wife Nellie G. Brown,

Kind of Conveyance Statutory Warranty Deed.

Any Reservation to Grantor See recital.

Date of Conveyance August 19, 1921.

Date of Acknowledgment August 19, 1921.

Before Whom NP Scott Co Iowa (S).

Grantor Married or Single Married.

Separate Acknowledgment of Wife Yes.

Before Whom NP Scott Co Iowa (S).

Date of Filing for Record February 27, 1924; 11:40AM.

Recorded in Deed Book No. 34NS, Page 301.

Dower or Homestead Conveyed Properly Yes.

Is it Properly Indexed? Yes.

Are Names of All Signers in Body of Conveyance? Yes.

\$1.00 & other val.cons.

Consideration \$ Is it Paid? Yes.

None.

WITNESS }

**DESCRIPTION OF PROPERTY CONVEYED**

Give Description as in Deed and also Show Any and All Kinds of Reservations

State of Alabama Know All Men By These Presents, That the Undersigned J. Baldwin County E. Drysdale and his wife Ada M Drysdale and S. M. Brown and his wife Nellie G. Brown, hereinafter called the Grantors, for and in consideration of the sum of \$1.00 and other Valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey unto Emma Schmohl hereinafter called the grantee, all of the right, title and interest of the Grantors in and to the following described land situated in Baldwin County, Alabama, to-wit:

Start at the Southeast corner of Section 7 township 5 South Range 2 east, and run west 40.66 chains to point: thence North 17.03 chains to a point: thence North 6.18 chains to a point of beginning: thence Easterly along the south line of Division Three, Section Eight, to the west side of the Public road as Originally laid off running from Daphne to Spanish Fort, thence Northerly along the west side of said road, 150 feet, thence due west to Mobile Bay, thence southerly along said Bay to the middle of west line of Section 39; thence Easterly 8.70 chains to a point; thence South 5.09 chains to a point; thence East 9.51 chains to a point; thence Northerly to the point of beginning; being a part of the lands described in Deed from W. W. Worcester to the Grantors herein. which deed is dated May 14th 1921, and recorded in Record Book 30 N.S. pages 681-2, of the records in the office of the Probate Judge of Baldwin County, Alabama.

CD-09-0020-417

recorded in Deed Book 54NS, Page 301, page 3.

State of Iowa  
County of Scott

I, A. G. Bush, a Notary Public in and for said state and county, hereby certify that on the 19th day of August, 1921, came before me the within named Ada M. Drysdale and Nellie G. Brown known to me to be the wife of the within named J. H. Drysdale and S. M. Brown, respectively, who, being examined separate and apart from their husbands, touching their signature to the within instrument, acknowledged that they signed the same of their own free will and accord, and without fear, constraint or threats on the part of their husbands.

In witness whereof, I have hereunto set my hand and official seal this 19th day of August, 1921.

(Seal)

(SIGNED) A. G. Bush

Notary Public, Scott County Iowa.

State of Alabama  
Balawin County

I, G. L. Lambert, Judge of Probate for said County, hereby certify that the following privilege tax has been paid on the within instrument as required by acts 1925, Viz. \$1 cts 00.

G. L. Lambert, Judge of Probate, By J. L. Kessler, Clerk.

Filed for Record February 27th 1924 at 11.40 A.M.

Recorded February 28th 1924. G. L. Lambert, Judge of Probate.

Recorded in Deed Book 34NS, Page 301, page 2.

Together with all and Singular the rights, privileges and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same unto the Said Emma Schmohl, so long as the condition hereinafter set forth are complied with, to-wit; This conveyance is executed by the Grantors and accepted by the Grantee with the understanding and agreement that it is the desire and purpose of both Grantors and Grantee that the lands in this immediate Vicinity shall be developed as a residential section for the white persons and is executed and accepted upon the condition and with the express understanding and agreement of the hereto that no person of African blood in any degree whatever shall own any of said property, and any conveyance to any such person shall be Utterly Void. both at law and in equity: that no person of African blood in any degree whatever, unless a servant of an owner or a servant of a tenant of a portion of said property shall reside, on any of said property, or hold or in any way occupy said property; that the provisions of this paragraph shall not only be applicable to natural persons, but shall apply with equal force and effect to private corporations or associations in which persons of African descent in any degree whatever own in the aggregate either by ownership of stock of said corporation or otherwise, as much as one one-hundredths interest in said corporation, or compose as much as one one-hundredths of the membership of said corporation or association.

The foregoing condition and agreement shall be a covenant and condition running with the land and shall extend to and bind all the successive heirs, executors and assigns of the Grantee forever.

And the Grantors herein do covenant with the said Grantee that they have not heretofore Conveyed the said land to any other person, and that they have placed no encumbrance thereon except the Vendor's lien reserved in the deed from Warren W. Worcester to the said J. E. Drysdale and S. M. Brown dated May 14th 1921 and recorded in Record Book 3ON.S. pages 681-2 of the records in the office of the Probate Judge of Baldwin County Alabama.

In witness whereof the said Grantors have hereto set their hands and seals this 19th day of August, 1921.

\$1.00 U S I R	(SIGNED)	J. E. Drysdale	(Seal)
Stamp attached		Ada M. Drysdale	(Seal)
		S. M. Brown	(Seal)
		Nellie G. Brown	(Seal)

State of Iowa

County of Scott.

I, A. G. Bush, a Notary public in and for said State and County, hereby certify that J. E. Drysdale and his wife Ada M Drysdale and S. M. Brown, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of August 1921.  
 (Seal) (SIGNED) A. G. Bush.  
 Notary Public, Scott County, Iowa.

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

Emma Schweitzer and John Schweitzer, wife and husband,

GRANTOR

TO

Arthur Adams.

GRANTEE

Kind of Conveyance	Warranty Deed.
Any Reservation to Grantor	None.
Date of Conveyance	January 17, 1923.
Date of Acknowledgment	January 17, 1923.
Before Whom	NP Baldwin Co Ala., (S).
Grantor Married or Single	Married.
Separate Acknowledgment of Wife	Yes.
Before Whom	NP Baldwin Co Ala., (S).
Date of Filing for Record	May 4, 1923; 9:33AM.
Recorded in	Deed Book No. 33NS, Page 217.
Dower or Homestead Conveyed Properly	Yes.
Is it Properly Indexed?	Yes.
Are names of all Signers in Body of Conveyance?	Yes.
Consideration \$	50.00 & other val.cons.
Is it Paid? Yes.	
None.	

WITNESS } \_\_\_\_\_

**DESCRIPTION OF PROPERTY CONVEYED**

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

STATE OF ALABAMA)

BALDWIN COUNTY. ) KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Fifty dollars and other valuable considerations of them in hand paid by Arthur Adams the receipt whereof is hereby acknowledged, Emma Schweitzer and John Schweitzer, wife and husband, do grant, bargain, sell and convey unto the said Arthur Adams the following described lands situated in Baldwin County, Alabama, to-wit:

From northwest corner of Section Twenty-nine, Township Five South, Range Two East of the Dinsmoor Survey of Baldwin County, Alabama, run south 9.50 chains, thence east 9.48 chains for a point of beginning: Thence east 15.52 chains, thence south 3.16 chains, thence west 15.52 chains, thence north 3.16 chains to the point of beginning, containing 4.9 acres.

TO HAVE AND TO HOLD to the said Arthur Adams his heirs and assigns forever.

And we do covenant with the said Arthur Adams that we are seized in fee of the above described premises; that we have the right to sell and convey the same; that the said premises are free from all encumbrances; and that we will and our heirs, executors and administrators shall forever WARRANT AND DEFEND the same to the said Arthur Adams his heirs and assigns, against the lawful claims of all persons whomsoever.

CD-09-0020-417

Recorded in Deed Book 33NS, Page 217, page 2.

WITNESS our hand and seal this 17th day of January 1923.

(SIGNED)      Emma Schweitzer      L.S.  
John Schweitzer      L.S.

WITNESSES:

(50¢ USIR Stamp attached.)

STATE OF ALABAMA I, B. L. Randall a Notary Public in and for said State  
BALDWIN COUNTY. ) and County, do hereby certify that Emma Schweitzer and  
John Schweitzer whose names are signed to the foregoing  
conveyance, and who are known to me, acknowledged before me, on this day  
that being informed of the contents of the said conveyance they executed the  
same voluntarily on the day the same bears date.

Given under my hand this 17th day of January 1923.

(SEAL)      (SIGNED)      B. L. Randall

Notary Public, Baldwin County,  
Alabama.

STATE OF ALABAMA)

BALDWIN COUNTY. ) I, B. L. Randall a Notary Public in and for said State  
and County, do hereby certify that on the 17th day of  
January 1923, came before me the within named ~~Emma~~ Schweitzer, known to me  
to be the wife of the within named John Schweitzer, who being examined se-  
parate and apart from her husband in reference to her signature to the within  
conveyance, acknowledged that she signed the same of her own free will and  
accord, and without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this 17th day of January  
1923.

(SEAL)      (SIGNED)      B. L. Randall  
Notary Public, Baldwin County,  
Alabama.

Filed for record May 4th 1923 at 9:23 AM

Recorded May 4th 1923.

G. L Lambert, Judge of Probate.

CD-09-0020-417

Ala. No. 6

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

Wallie Valrie and Melindia Valrie  
 his wife,

TO

Jasper Morse.

Grantor.

Grantee.

Kind of Conveyance	Warranty Deed..
Any Reservation to Grantor	None.
Date of Conveyance	December 29, 1923.
Date of Acknowledgment	December 29, 1923.
Before Whom	NP Baldwin Co Ala., (S).
Grantor Married or Single	Married.
Separate Acknowledgment of Wife	Yes.
Before Whom	NP Baldwin Co Ala., (S).
Date of Filing for Record	July 18, 1924; 9AM.
Recorded in Deed	Book No. 34NS, Page 578.
Dower or Homestead Conveyed Properly	Yes.
Is it Properly Indexed?	Yes.
Are names of all Signers in Body of Conveyance?	Yes.
Consideration \$ 30.00.	Is it Paid? Yes.
WITNESS { S. S. White;	
C. S. White.	

**DESCRIPTION OF PROPERTY CONVEYED**

Give Description as in Deed and Also Show Any and All Kinds of Reservations

State of Alabama) This deed made the 29th day of December 1923 between Wal-Baldwin County } lie Valrie and Melindia Valrie his wife of Baldwin County Alabama of the first part and Jasper Morse of Same County and State of the second part, Witnesseth, That the party of the first part in Consideration of Thirty (\$30.00) dollars to him in hand paid by party of the second part, the receipt of which is hereby acknowledged, have bargained and Sold, and by these presents do grant, bargain, Sell, Convey and deliver unto the Said party of the second part his heirs and assigns forever. All that real property in Baldwin County Alabama, described as follows, to wit. Beginning at the Northwest Corner of a lot acquired of D. C. Stapleton and wife, thence due West 7.65 Chains, thence North 23° East 5.31 chains to John Spies corner, thence South 70° 30' East 3 chains, thence North 4.14 chains, thence East 2.24 chains, thence South 8.07 chains to the place of beginning Containing 3.14 acres. All in Section 29 Township 5 South of Range 2 East. Together with all appurtenances thereunto belonging, to have and to hold forever and against any person lawfully claiming the same.

Recorded in Deed Book No. 54NS, Page 578, page 2.

Said party of the first part Shall forever Warrant and defend.

In Witness Whereof the parties of the first part have hereunto Set their hands and Seal the day and year first above written

Signed, Sealed and delivered (SIGNED) his  
in the presence of Wallie X Valrie (Seal)  
S. S. White mark  
C. S. White her  
(50¢ USIR Stamp Can) Melendia X Valrie (Seal)  
(WV MV) mark  
The State of Alabama)

Baldwin County I, S S. White a Notary Public in and for Said County and State, hereby certify that Wallie Valrie and Melindia Valrie his wife whose names are signed to the foregoing conveyance, and who are Known to me, acknowledged before me on this day that being informed of the contents of the conveyance they executed the Same Voluntarily on the day the Same bears date. Given under my hand and Seal this 29th day of December 1923. (SIGNED) S. S. White  
(SEAL) Notary Public  
Baldwin County Ala.

The State of Alabama.)

Baldwin County I, S. S. White a Notary Public in and for Said County and State, Do hereby Certify that on the 29th day of December 1923, Came before me the Within named Melindia Valrie Known to me to be the Wife of the within named Wallie Valrie who being examined Separate and apart from her husband, touching her signature to the within conveyance, acknowledged that She signed the same of her own free will and accord, and without fear, constraint or threat on the part of the husband

In Witness Whereof, I hereunto Set my hand Seal this 29th day of December 1923 (SIGNED) S. S. White  
(SEAL) Notary Public  
Baldwin Co Ala.

STATE OF ALABAMA, )

BALDWIN COUNTY. I, G. L. LAMBERT, Judge of Probate, for said county, hereby certify that the following privilege tax has been paid on the within instrument as required by Acts 1923, viz: \$--cts. 50  
G.L.Lambert, Judge of Probate, by J L Kessler Clerk.

THE STATE OF ALABAMA,) Office of the Judge of the Probate Court  
BALDWIN COUNTY. I, G.L.LAMBERT, Judge of said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 18th day of July 1924, at 9 o' clock A.M, and I further certify that the same is duly recorded in Record Book No. 34N.S. Page 578 and duly examined.

Witness my hand this 19th day of July 1924.  
G L Lambert, Judge of Probate Court, By J L Kessler, Clerk.

## CAPTION

ABSTRACT OF TITLE  
OFLands of THE ESTATE OF THOMAS LOFTUS, Deceased.BALDWIN

County, State of Alabama

## DESCRIPTION:

Lot No. 1, and the South half of that part of Lot No. 2 which lies East of the old abandoned County Road, formerly running North and South through Block No. 8, according to the Plat of Montrose as recorded in Deed Book "E", page 388 of Baldwin County Probate Records and otherwise described as; Beginning at the Southwest corner of Block No. 8, at the intersection of Main and Lee Streets, as per aforesaid plat; thence running N 76° 0'E, 625.68 feet to a corner; thence N 14° 0' W, 312.84 feet to a corner; thence S 76° 0' W, 377.12 feet to a corner on the East side of the Old County Road; thence S 14° 0' E, 104.28 feet to a corner; thence run S 76° 0' W, 248.56 feet to a corner; thence S 14° 0' E, 208.56 feet to the beginning corner

*Sec. 30 - T 5 S - R 2 E*

Total acreage of captioned property 4.0

Exceptions and Reservations:

CD-09-0020-417

ABSTRACTOR'S NOTE

The conveyance referred to in the preceding item, from Cyrus Sibley to Mary L. Lee dated February 25, 1855, can not be found of record in the Probate Records of Baldwin County, Ala.

CO-09-0020-417

Montrose Park Hotel Co.,  
by Tax Collector.

State of Alabama

Tax Sale  
May 31, 1924.

Sales 56 235.  
yes.  
yes.  
226.90  
none.

Thomas Durant tract known as Montrose Park Hotel tract, Sec  
2 2, T.5s R2E.

The following pencil notation appears on face of records;  
James K. Glennon, Montrose Park Hotel Co, notified of this  
sale to State 6/23/24

Geo A. Dorlan, State Land Agt.  
by J.L. Kessler, Deputy,  
Sale was made for taxes for year 1923.

CD-09-0020-417

State of Alabama  
by Judge of probate.

Montrose Park Hotel Co.,

Redemption Certificate  
August 8, 1924.

0-----

-----  
Sales 5 225  
yes  
yes  
465.07  
none.

Recites redemption of "Thomas Durant tract known as Montrose Park Hotel tract, Sec.42 T5s. R2E" from the tax sale of May 31, 1924 for a consideration of \$465.07

Note; Redemption appears to cover also the taxes for year 1924.

Städte & Städte.

Ten Years Tax Search.

1917 Book 1 page 195 Asst #241- Montrose Park Hotel Co, --marked paid. The property known as Montrose Park containing 200 acres, bounded on E. by Sec. line, N. by land Allegri, W. by Mobile Bay & lying N. of village of Montrose, T5s R2e.

1918 Book 1 page 197 Asst #226- Montrose Park Hotel Co-- marked paid. The property known as Montrose Park. containing 200 a bounded E. by sec. line, N. by land Allegri, W. by Mobile Bay and lying N. of village of Montrose, Sec. 41, T5s R2e.

1919 Book 1 page 197 Asst #231- Montrose Park Hotel Co-- Marked paid. The property known as montrose Park, contg 200 a bounded E. by sec line, N by land of Allegri, W. by Mobile Bay and lying N. of village of Montrose in Francis Alexander tract . Sec 41, T..5s. R2e.

1920 Book 2 page 31 Asst #242- Montrose Park Hotel Co-- marked paid. The property known as Montrose Park containing 200 acres, bounded E. by Sec. line, N. by land of Allegri, W. by Mobile Bay. and lying n of village of Montrose in Franics Alexander Grant Sec. 41, T5s R2e.

1921 See 1922 below.

1922 Book 2 page 32 Asst #235-Montrose Park Hotel Co. -not marked pd. The property known as montrose Park Conts 200 A bound E. by sec line, N. by land Allegri, W. by Mobile Bay & lying N. of Village Montrose in Francis Alexander tract sec. 41 T5s R2e - Also back taxes for 1921.....

1923 Book 2 page 15, Asst #258- Montrose Park Hotel C. not marked p . Thos Durjnford tract known as Montrose Park Hotel tract Sec. 42, T5s R2e.

1924 Book 2 page 26 Asst #465- ~~Montrose Park Hotel C~~ marked paid  
The Durnford tract known as the Montrose Park Hotel tract Sec. 42, T5s R2e.

1925 Book 2 pages 16 Asst #259-Montrose Park Hotel Co.-Not marked pd. the Thos Durnford tract known as Montrose Park Hotel t tract sec. 42, T5s.R2e

1926 Book 2 page 17 Asst #249- Montrose Park Hotel Co-- marked paid. The southern part of Durnford tract 17 chs. front running back to County rd. and being in sec. 42, and adjoining lands on the south on sec. 30, and N. by lands know or formerly owned by Allegri, E. by Co Road, S. by lands of Rickarby and othe.s and W. by Mobile bay, Secs 42 & 30. T5s R2e-----

CD-09-0020-417

Judgement. Exemption & Mechanic Lien.  
and Lis, Pendans Search.

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The Search for Judgements, Exemptions and  
Mechanics Liens, and Lis Pendans items,  
with reference to the lands in question has been made  
under the following names only;

Montrose Park Hotel Company.

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CO-09-0020-417

Ala. No. 6

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

J. C. Prine, and wife, Iva Nora  
 Prine, John Everett and wife, Bet-  
 sey Everett and Frank W Boykin, and  
wife Ocllo G. Boykin,

Warranty Deed With Vendor's Lien Reserved.  
 Kind of Conveyance \_\_\_\_\_

Any Reservation to Grantor See recital.

Date of Conveyance December 31, 1925.

Date of Acknowledgment December 31, 1925.

Before Whom NP Mobile Co Ala., (S).

Grantor Married or Single Married.

Separate Acknowledgment of Wife No.

Before Whom Yes.

Date of Filing for Record January 4, 1926; 8AM.

Deed 174-175.  
 Recorded in Book No. 38NS, Page \_\_\_\_\_

Dower or Homestead Conveyed Properly No.

Is it Properly Indexed? Yes.

Are Names of All Signers in Body of Conveyance? Yes.

Consideration \$ 3,875.00. Is it Paid? Part is.

None.

WITNESS }

**DESCRIPTION OF PROPERTY CONVEYED**

Give Description as in Deed and also Show Any and All Kinds of Reservations

Know all Men by These Presents, that J.C.Prine, and wife, Iva Nora Prine, John Everett and wife, Betsey Everett and Frank W Boykin, and wife Ocllo G. Boykin, hereinafter called grantors in consideration of the sum of Thirty-Eight hundred, seventy-five and 00/100 Dollars, (\$3,875.00) to them in hand paid by Lee E. Sutton, hereinafter provided, do by these presents grant, bargain, sell and convey, unto said grantee, his heirs and assigns forever, all that certain real property situated in the County of Baldwin, State of Alabama, described as follows, to-wit

Start at the Southeast corner of Section 7, Township 5 South, Range 2 East, and run West 40.66 chains to a point; thence North 17.03 chains to a point; thence North 6.18 chains to a point of beginning; thence Easterly along the South line of Division Three, Section Seven, to the West side of the Public Road as originally laid off, running from Daphne to Spanish Fort; thence Northerly along the West side of said road 150 feet; thence due west to Mobile Bay; thence Southerly along said Bay to the middle of west line of Section 39; thence Easterly 8.70 chains to a point; thence South 39.99 chains to a point; Thence East 9.51 chains to a point; thence Northerly to the point of beginning. being the same lands described in deed from J.E.Drysdale and wife and S.M.Brown and wife to Emma Schmohl, which deed is dated August 19, 1921, and recorded in Record Book 34, N.S., page 301, of the records in the office of the Probate Judge of Baldwin County, Alabama;

Recorded in Deed Book 38NS, Pages 174-175, page 2.

Excepting, however, from this conveyance a strip off the North side of the above described parcel of land one hundred (100) feet wide, and extending from the bay shore to the public road, in the rear of the property; which said strip is not hereby conveyed, the same having been reserved by Emma Schmohl from her conveyance to grantors herein by deed of record in the office of said Probate Judge of Baldwin County. Together with all and singular the tenements, rights, Privileges, and appurtenances to said described premises in anywise belonging, to have and to hold the same forever. and the said grantors hereby Covenant with grantee that grantors are seized in fee simple of said Property that the same is Free from all encumbrance, and that they will Warrant and forever Defend title to said Property, unto the grantee, his heirs & assigns against the lawful claims of all persons.

A lien is hereby retained on the above described property, to secure the Payment of the balance of the Purchase Price, as evidenced by the following promissory Notes of even date herewith, executed by grantee; and payable to J.C. Prine, John Everett and Frank W. Boykin, at the banking house of Peoples Bank of Mobile, Alabama. VIZ: One note for \$2,875.00 due one year after date, bearing interest at 6% per annum. dated even date herewith. By accepting this conveyance, grantee hereby agrees and binds himself so long as any sums, due, or becoming due hereunder, remain unpaid, as follows: To pay all taxes and legal assessments which may hereafter accrue on said property, within three months after the same become payable, and in the event of his failure to do so, grantors may pay the same, and any other taxes on other property assessed to the grantee in such manner that such taxes must be paid in order to obtain a receipt from the tax collector for the taxes paid on the above described property, and the sums so paid, with the interest thereon, shall be secured by this instrument, If there are any buildings now on said property, or if any buildings are hereafter erected thereon, to keep the same in good repair, and insured against fire in a company or companies approved by grantors, at least to the extent of the indebtedness secured by this instrument, with a stipulation in the policies of insurance, that the loss thereunder shall be payable to the grantors, as their interest may appear; grantee to pay the premiums for said insurance, and to deliver the policies to grantors, and, in the event of grantee failure to do so, grantors may insure their interest in said buildings, and the premiums so paid, with the interest thereon, shall be secured by this instrument. And should grantee fail to discharge any duties imposed upon him by this instrument, or fail to pay at maturity any note or other indebtedness secured hereby, then said grantors may, at any time thereafter, at their option, declare the entire debt secured hereby, due and payable, and, at any time thereafter, proceed to foreclose this lien, sale under the power hereinafter given or by suit in a court of equity.

In event of default in the payment at maturity of the debt secured hereby, or, in event the grantors shall declare the same due and payable before maturity in the manner above provided, grantors are authorized to sell said property for cash, at public auction, in front of the Court House of Mobile County, Alabama, upon giving notice of the time, place and terms of sale, by advertisement once a week for three successive weeks, in any news-

CD-09-0020-417

Recorded in Deed Book 38NS, Pages 174-175, page 3.

paper then published in said county, and the auctioneer making said sale, is hereby authorized to execute a deed to the purchaser, and the proceeds of sale shall be applied as follows, Viz:

First: To the payment of the expenses of sale, including such reasonable attorney's fees as may have been paid or incurred by the grantors by reason of any default on the part of grantee.

Second: To the repayment of the sums paid out by the grantors for taxes and legal assessments, and insurance premiums, with the interest thereon.

Third: To the payment of the amount then owing on the debt hereby secured.

Fourth: The balance, if any, to be paid to grantee, Grantors may purchase said property at said sale.

Grantee promises to pay such reasonable attorneys fees as may be incurred by the grantors in the collection of any indebtedness hereunder, or otherwise by reason of default on the part of the grantee and such fees shall be a lien upon said property and be paid out of the proceeds of the sale thereof.

IN WITNESS WHEREOF, the said grantors hereunto set their hands and seal this

31st day of December, 1925.

(\$7.00 USIR Stamp attached.)

J.C.Prine

{Seal}

Iva Nora Prine

{Seal}

Frank W. Boykin

{Seal}

Ocllo G. Boykin

{Seal}

John Everett

{Seal}

Betsey Everett

{Seal}

STATE OF ALABAMA

COUNTY OF MOBILE

I, Mary S. Langsdale a Notary Public, in and for said State and County hereby certify that John Everett and wife Betsey Everett and Frank W. Boykin, and wife Ocllo G. Boykin, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance, they executed the same Voluntarily on the day the same bears date.

Given under my hand this 31st day of December, 1925.

(SEAL)

Mary B. Langsdale

Notary Public, Mobile County, Ala.

STATE OF ALABAMA

COUNTY OF MOBILE

I, Mary B. Langsdale a Notary Public, in and for said State and County hereby certify that J.C. Prine and wife Iva Nora Prine whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance they executed the same Voluntarily on the day the same bears date.

Given under my hand this 31st day of December, 1925.

(SEAL)

Mary B. Langsdale

Notary Public, Mobile County, Ala.

Recorded in Deed Book 38NS, Pages 174-175, Page 4.

I, hereby certify that the Mortgage or Privilege tax on within instrument was paid by the lender or creditor.

(See general acts of the Legislature of 1919, on page 420.)

J.C.Prine et al

By J.L. Kessler.

STATE OF ALABAMA.

BALDWIN COUNTY.

I, W.D.Stapleton, Judge of Probate for said County hereby certify that the following privilege tax has been paid on the within instrument as required by acts 1902 & 1903. VIZ. \$ 4 cts 35.

W.DStapleton, Judge of Probate.

by J.L.Kessler, clerk.

STATE OF ALABAMA

BALDWIN COUNTY

I, W.D.Stapleton, Judge of Probate for said County hereby certify that the following privilege tax has been paid on the within instrument as required by acts 1923. Viz. \$ 4 cts 00.

W.D.Stapleton, Judge of Probate.

by J.L.Kessler, Clerk.

Filed for record Jan. 4th 1926 at 8 A.M.

Recorded January 12th 1926.

W.D.Stapleton, Judge of Probate.

NOTE:-

The foregoing instrument is put in this abstract to show the present accepted description of the lands deeded away in the year 1850 to the Passas family.

CD-09-0020-417

John S. Huffman and  
Blanche E. Huffman.  
his wife

Sales agreement.

January 28, 1926

January 29, 1906

Lillie M. Wetzel Np. Baldwin  
Co. Alabama

Yes.

Yes.

Officer

February 8, 1926

Deed 38ns. p.346-7 *you*

See recital. yes a part.  
none.

That the parties of the first part for and in consideration of the sum of one hundred & 00/100 Dollars cash and the further sum of four hundred & 00/100 dollars. to be paid in five days from date of execution hereof, does hereby agree to convey to said Frank B. Nihart or any person. firm or corporation he may designate, the property hereinbelow described at and for the sum of T twenty three and 00/100 dollars per front foot for sixteen hundred front feet, more or less as determined by the abstract, the balance to be paid as hereinafter specified, the said property being described as follows, to-wit:- Commencing at the intersection of the West line of Main Street with the North line of Gabel street, running thence Northwardly along Main street, Commonly called the County Road. twenty one chains to the South line of the property of the Montrose Hotel Company; thence West or nearly so along the line of the Montrose Hotel Company property to the highwater mark along the shore of Mobile Bay, thence Southwardly and Southeastwardly along the shore of Mobile Bay to the North line of Gabel street; thence Eastwardly along Gabel street eighteen and 10/100 chains more or less to the point of beginning, Containing fifty acres more or less, and excepting therefrom lot five (5) of what is known as Gabel subdivision, said land being situated in Baldwin County, Alabama. It is distinctly understood by the parties here to that the balance of one third of the purchase price is to be paid upon delivery of an abstract of title showing merchantable title to the property hereinabove described, which is to be delivered within thirty days from the date of execution hereof and one third to be paid within one year from date with interest at 6 per cent and the balance of one third to be paid within two years at rate of 6 per cent interest and the deed conveying the property is to reserve a vendors lien to secure the deferred payments. The party of the second part accepts the terms and conditions of this caption and agrees to be governed accordingly.

Note; Instrument bears signatures of all parties hereto, and the acknowledgement reference given above is that of the Huffmans. The acknowledgement of Frank B. Nihart was taken on January 28, 1926 before Notary Public, Baldwin County, Alabama.

CD-09-0020-417

Will Wimberley,  
Affidavit of.

FILED  
Probate Court  
Baldwin, County Ala.,

On February 1926.  
Deed Book Page

Before me, the undersigned Notary, personally appeared this day Will Wimberley, who, being first duly sworn says that he is now and has been a resident of Montrose, Baldwin County, Alabama for the past twenty years or more; that he is personally acquainted with that tract of land lying on the East side of Mobile Bay in fractional section 30 Township 5 South of Range 2 East, bounded on the North by the property of the Montrose Park Hotel Company, formerly Tatum, West by Mobile Bay, and East and South by property formerly of Jorgan Jensen; that when he first knew this property there was a dwelling on it occupied by colored people and claimed by Jorgan Jensen. Now deceased, and after the death of Jansen this property was taken in charge of by Jensen's lawyer Mr. E.G. Rickarby, of Mobile, who posted notices on the place and gave strict instructions to affiant, who was then living on the Rickarby place next South of the Jansen property to keep off trespassers; that Mr. Rickarby rented the place to tenants up to the time the house burned down about six years ago, and was actively in possession of this and of the rest of the Jensen tract, that affiant for many years kept trespassers off of the property and knows that said Rickarby was in active and notorious possession of this tract as well as the other Jensen property from the death of Jorgan Jensen in up to the time he sold the property in 1925, and that his occupancy and possession of the tract above described was never questioned or disputed but was well known to all persons in the community, said possession being first in behalf of the heir of Jorgan Jensen and later by Rickarby personally, he having purchased the interest of said heirs.

Affiant further says that up to the time the house burned down and for some years thereafter, the property was under fence and under cultivation by tenants of the said Rickarby.

Subscribed and sworn to before .

Will Wimberley.

me this the 6th. day of February, 1926

B.L. Randall Notary Public, Baldwin County, Alabama.  
(Seal)

CO-09-0020-417

Letter;  
February 3, 1926

February 8, 1926  
Deed 38NS. Page 347

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The following letter bearing reference to the delivery of the abstract to lands covered by option sales agreement shown on preceding page is also shown on the records of Baldwin County.

Mobile, Alabama., Feb. 3, 1926  
Feb. 3. 1926

Mr. F.B. Nihart,  
Bay Minette, Ala.,

Dear Sir;

I hand you herewith abstract to Montrose property covered by option on Jan. 28th, You will have fifteen days in which to examine this title and point out any defective This letter in no way invalidates that contract.

Yours Truly,  
John S. Huffman.

Abstract referred to in above  
letter this day received.

Frank B. Nihart.

Page No,

CD-09-0020-417

Annie M. Randall,  
affidavit of.

Filed  
Probate  
Baldwin Alabama  
Filed February 1926  
Deed Book Page

Before me, the undersigned Notary Public personally appeared this day Mrs, Annie M. Randall. who, being sworn, deposes an follows;

I am a residentof the village of Montrose and have lived here continuously for more than thirty years. My home is ont the opposite side of the street and about a quarter of a mile from the propertyformerly owned by the late Jorgen Jensen bounded East by the mainstreet running through the village of Montrose, North by lands of the montrose Park Hotel Company, West by Mobile Bay and South by Gabel street. and I have occasion to pass this property several time a week, and have known it well for the past twenty years or more. It was formerly occupied and farmed by a dane named Jorgen Jensen, who had the place fenceed in. After his death about seventeen years ago, it was taken in charge by the attorney for the Jensen Heirs. Mr, E.G. Rickarby of Mobile, who owns property adjoining it and who took possession and posted notices.

This property was in litigation between Jensen heirs and the administrator, but the possession of the heirs was never disputed and the place was watched out and cared for by Mr, Rickarby during the summermonths and by the car-taker of his place during the winter. Aside from the effort of Jensen's administrator to sell the plaice, there has been no adverse claim to this property from outsiders, and it has been in the absolute, sole and undisputed possession of Jensen, his heirs and their assigns up to the pres-ent day. My relation to this property and the land is such that had therebyon such a claim, I would have known this. ←

Subscribed and sworn to befor me this, the 29th, day of February, 1926.

(Signed) Annie M. Randall. ←  
B.L.Randall. Notary Public. Baldwin Co, Alabama  
(Seal)

CD-09-0020-417

Description of land owned by Leslie A. & Olive M. Lowell.

From the half mile post on the north boundary of Section Twenty-nine, Township Five South, Range Two East, of the Dinsmoor Survey of Baldwin County, Alabama, run south 11.25 chains for a point of beginning; Thence west 3.75 chains; Thence north 1.75 chains to the southeast corner of the Fickling tract; Thence west 12.25 chains to a stake in the gully; Thence south 20.50 chains to a stake in the gully; Thence east 16.00 to the half section line; Thence north 18.75 chains to the point of beginning.

The tract described contains 32.14 acres.

(SIGNED) P. A. Parker

Montrose, Alabama, October 11, 1929.

Surveyor.

DBK 48-Ly3554

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CD-09-0020-417

Ala. No. 6

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

Emily Louisa Wood, a widow,

TO

Leslie A. Lowell and Olive M.  
Lowell.

Grantor.

Grantee.

Warranty Deed.

Kind of Conveyance \_\_\_\_\_  
 Any Reservation to Grantor None.  
 Date of Conveyance December 16, 1929.  
 Date of Acknowledgment December 16, 1929.  
 Before Whom NP Baldwin Co Ala., (S).  
 Grantor Married or Single Single.  
 Separate Acknowledgment of Wife \_\_\_\_\_  
 Before Whom \_\_\_\_\_  
 Date of Filing for Record February 24, 1930; 8AM.  
 Recorded in Deed Book No. 48NS, Page 355-356.  
 Dower or Homestead Conveyed Properly Yes.  
 Is it Properly Indexed? Yes.  
 Are names of all Signers in Body of Conveyance? Yes.  
 Consideration \$ 300.00. Is it Paid? Yes.  
 None.  
 WITNESS }

**DESCRIPTION OF PROPERTY CONVEYED**

Give Description as in Deed and Also Show Any and All Kinds of Reservations

**WARRANTY DEED.**

THE STATE OF ALABAMA  
 BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Three Hundred dollars to me in hand paid, by Leslie A. Lowell and Olive M. Lowell the receipt whereof is hereby acknowledged, I, Emily Louisa Wood, a widow, do grant, bargain, sell and convey unto the said Leslie A. Lowell and Olive M. Lowell the following described lands situated in Baldwin County, Alabama, ~~as follows~~ to-wit:

From the half mile post on the North boundary of Section Twenty-nine of the Dinsmore Survey of Township Five South, Range Two East, run South 11.25 chains to the North boundary of the "Staude thirty acres" for a point of beginning: Thence West 3.75 chains, Thence North 1.75 chains to the Southeast corner of the Fickling land; Thence West 12.25 chains to a stake in the gully, thence South 20.50 chains to a stake in the gully, Thence East 16.00 chains to the half section line, thence North 18.75 chains to the point of beginning, the tract described contains 32.14 acres.

TO HAVE AND TO HOLD to the said Leslie A. Lowell and Olive M. Lowell their heirs and assigns forever. And I do covenant with the said Leslie A. Lowell and Olive M. Lowell that I am seized in fee of the above described premises; that I have the right to sell and convey the same; that the said premises are free from all incumbrances; and that I will,

CO-09-0020-417

Recorded in Deed Book No. 48NS, Pages 355-356, page 2.

and my heirs executors, and administrators shall forever Warrant and Defend the same to the said Leslie A. Lowell and Olive M. Lowell their heirs and assigns, against the lawful claims of all persons whomsoever.

Witness my hand and seal this 16 day of December, 1929.

Witness: (SIGNED) Emily Louisa Wood (L.S.)

STATE OF ALABAMA

BALDWIN COUNTY I B. L. Randall, a Notary Public in and for said County and State, hereby certify that Emily Louisa Wood, a widow, whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of December, A. D. 1929. (SIGNED) B. L. Randall, Notary Public,

(SEAL) Baldwin County, Alabama.

The State of Alabama

Baldwin County Probate Court

Filed in office this 24 day of Feby. 1930 at 8:00 A.M. and duly recorded in Deed Book No. 48 N.S. pages 355-356; and I certify that \$--cts 50 license or privilege tax, paid as required by an Act of the Legislature, approved September 14, 1928; G.W.Humphries, Judge of Probate by J.L.Kessler, Clerk. G.W.Humphries, Judge of Probate.

CD-09-0020-417

Ala. No. 7

(Abstract on this sheet Mortgages, Deeds of Trust, Judgments, Notice of Lis Pendens Liens and Encumbrances of every kind and nature for which no other specific form is provided.)

ENCUMBRANCES

Frank Manci and Mary Manci,  
his wife; and Etheridge Manci  
and Susie Manci, his wife;  
  
TO GRANTOR.  
Baldwin County Bank.  
  
CRANTEE.

Kind of Encumbrance Mortgage.  
Date of Encumbrance January 7, 1930.  
Date of Acknowledgment January 7, 1930.  
Before Whom NP Baldwin Co Ala.  
Date Filed for Record January 15, 1930.  
Recorded in Wtr. Book No. 39 Page 311  
Consideration, \$ 6000.00 When due 6-15-30.

DESCRIPTION OF PROPERTY ENCUMBERED

"the following described real estate, situated in Baldwin County, and State of Alabama, to-wit: Farm lots 11, 12, 21, 22, 23, 24, 25, 26, 27 and 28 in Section 26 and farm lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 22, 23, 24, 25, 26, 27 in Section 35, all in Township 5 South of Range 2 East as per plat of Highland Farms recorded in Miscellaneous Book 1 pages 290-1 in the office of the Judge of Probate of Baldwin County, Alabama, containing two hundred eighty acres.....

NOTE:- Written across face of instrument,

This instrument and the note and debt secured thereby having been paid in full, the same is hereby cancelled and discharged of record, this 2 day of June A. D. 1934.

Attest: G. W. Humphries,

(SIGNED) Baldwin County Bank  
by S. H. Holmes,

Cashier.

REMARKS: (Copy of satisfaction)

Judge of Probate,  
by J. L. Kessler, Clk.

Page No.

CD-09-0020-417

Ala. No. 7

(Abstract on this sheet Mortgages, Deeds of Trust, Judgments, Notice of Lis Pendens Liens and Encumbrances of every kind and nature for which no other specific form is provided.)

ENCUMBRANCES

Frank Manci and Mary Manci,

his wife; and Etheridge Manci  
and Susie Manci, his wife,

TO

GRANTOR

Baldwin County Bank.

CRANTEE

Kind of Encumbrance Mortgage.

Date of Encumbrance January 7, 1931.

Date of Acknowledgment January 9, 1931.

Before Whom NE Baldwin Co Ala.

Date Filed for Record January 13, 1931.

Recorded in Mts. Book No. 39, Page 382.

Consideration, \$ 6000.00 When due 6-15-31.

DESCRIPTION OF PROPERTY ENCUMBERED

"the following described real estate, situated in Baldwin County and State of Alabama, to-wit: Farm lots 11, 12, 21, 22, 23, 24, 25, 26, 27 and 28 in Section 26 and farm lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 22, 23, 24, 25, 26 and 27 in Section 35, all in Township 5 South of Range 2 East as per plat of Highland Farms recorded in Miscellaneous Book 1 pages 290-1 in the office of the Judge of Probate of Baldwin County, Alabama, containing two hundred eighty acres.

NOTE:- Written across face of instrument,

This instrument and the note and debt secured thereby having been paid in full, the same is hereby cancelled and discharged of record, this 2 day of June A. D. 1934. (SIGNED) Baldwin County Bank

Attest:

G. W. Humphries, Judge of Probate,

by J. L. Kessler, Clerk.

by S. H. Holmes,  
Cashier.

REMARKS: (Copy of satisfaction)

Page No. \_\_\_\_\_

CO-09-1020-417

Alabama No. 8

## LEGAL PROCEEDINGS

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

IN LAW.

State of Alabama,

VS.

Viney Taylor #2.

---

NOTE: Begin with this sheet and by, adding as many additional sheets as are necessary, set forth abstract of legal proceedings, showing all essential features thereof.

---

Delinquent Docket No 29, Page 175.

Recites of rendition of Decree in aforementioned cause against the above mentioned party and the following described land, to-wit;

Also a lot of land on sec line between secs 29 & 30, t5sr2e, 7.74 chains S. of SE cor of Dunsford tract, thence 3.40 chains, E. 3.64 chains to Co. rd, thence N. with said rd to begin sec 30, t5sr2e. \$8.58. State  
3-1-53.

(Sold for 1952 Taxes)      Decree Dated July 31, 1953.  
G.W.Humphries, Judge of Probate.

Page No. \_\_\_\_\_

CO-09-0020-417

Ala. No. 6

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

Viney Taylor #2, By Tax Collector,

TO

State of Alabama.

GRANTOR

GRANTEE

Tax Sale.

Kind of Conveyance None.

Any Reservation to Grantor September 1, 1933.

Date of Conveyance None.

Date of Acknowledgment - - - - -

Before Whom County Officer.

Grantor Married or Single - - - - -

Separate Acknowledgment of Wife - - - - -

Before Whom September 1, 1933.

Date of Filing for Record Sales 10, 86.

Recorded in Book No. ? Page

Dower or Homestead Conveyed Properly Yes.

Is it Properly Indexed? Yes.

Are names of all Signers in Body of Conveyance? Yes.

Consideration \$ 0.00 Is it Paid?

None.

WITNESS {

**DESCRIPTION OF PROPERTY CONVEYED**

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

(See Delinquent Docket No. 29, page 175.)

Also a lot of land on sec line between secs 29 & 30. t5sr2e, 7.74 chains S. of SE cor of Dunsford tract, thence 3.40 chains, E. 3.64 chains to Co. rd, thence N. with said rd to begin sec 30, t5sr3e. Taxes, fees and costs \$58 Sold 8-1-33 to State of Ala., for 1932 Taxes.

Note: application to purchase from State of Alabama filed 3/24/41 by E.W.Walthall G W Humphries Judge by Kessler Clk.

REDEEMED Feby 21st 1945 for 17.42 by Isaac Austin, 1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944- Taxes Paid in redemption.

CD-09-0020-417

Ala. No. 7

(Abstract on this sheet Mortgages, Deeds of Trust, Judgments, Notice of Lis Pendens Liens and Encumbrances of every kind and nature for which no other specific form is provided.)

ENCUMBRANCES

Frank Manci and Etheridge Manci,

Mortgage Deed With Power of Sale.  
Kind of Encumbrance

Date of Encumbrance May 3, 1934.

Date of Acknowledgment May 3, 1934.

Before Whom NP Baldwin Co Ala., (S).

Date Filed for Record Filed May 4, 1934; 3:00PM.

557-560.

Recorded in Mtg. Book No. 59 Page 1

Consideration, \$ 8,000.00 When due 40 Ins. beg.  
Nov. 1, 1934.

GRANTEE.

DESCRIPTION OF PROPERTY ENCUMBERED

"the following described real estate lying and being situated in the County of Baldwin, in the State of Alabama, to-wit:

The West half of the Southeast quarter of section 23, Township 5 South, Range 2 East, the Northwest quarter of the Northeast quarter of Section 26, Township 5 South, Range 2 East. Lots 11-12-21-22-23-24-25-26-27-28 Highland Farms in Section 26, Township 5, South Range 2 East. Lots 3-4-5-6-7-8-9-10-11-12-13-14-22-23-24-25-26-27-40-41- Highlands Farms in Section 35, Township 5 South, Range 2 East, according to map recorded in Miscellaneous Book 1, pages 290-291, of Baldwin County Records. Containing 420.00 acres more or less. Except right of ways heretofore conveyed.

RECITES:- Now, if said grantors shall pay when due every installment of the indebtedness hereby secured and shall faithfully and promptly keep and perform each and every one of the covenants and agreements herein made and the obligations hereby assumed, and keep the Warranty of the title to all of the lands herein described by immediately clearing any cloud on any portion of same within ten days after receipt or distribution of the money hereby loaned and secured, then this instrument shall become null and void, but otherwise shall remain in full force and effect. If the grantors fail to pay any amortization installment when due or fail faithfully and promptly to keep and perform any one of such covenants, obligations and agreements, and to keep and make good the warranty of the title to the lands, herein described as hereinabove provided for then the mortgagee, its successors and assigns,

REMARKS: (Copy of satisfaction) NOTE:- On Margin of Record, For P/Atty see Miscl Book 4 Page 245.

CO-09-0020-417

Mortgage Book No. 59, Pages 557-560, page 2.

may at its option and its option only, declare the entire indebtedness hereby secured, together with the interest thereon, to be immediately due and payable; in which event the said mortgagee, its successors and assigns, agents or attorneys are hereby authorized and empowered to sell the said property hereby conveyed, at auction, for cash at the court house of the said county in which said land is situated, in the city or town of said county, where the court having Jurisdiction is situated, first having given notice thereof by publication once a week for three weeks in any newspaper then published in said County if the lands hereby conveyed lie in more than one County, the sale of all of said lands may be held at the Court house of any one of the Counties wherein any portion of said lands lie after publication once a week for three weeks of the time place and terms of sale in some newspaper published in each of the Counties wherein any portion of said lands lie and execute proper conveyance to the purchaser; and out of the proceeds of said sale they shall first pay all expenses incident thereto, together with a reasonable attorney's fee then retained enough to pay said indebtedness and interest thereon, together with any other debt incurred or secured under the provisions of this instrument and the balance, if any, pay over to the grantors,. The grantors hereby agree that the right to collect the attorneys fee and all expenses incident to the collection of the indebtedness hereby secured shall accrue in any event not later than when direction to foreclose may be sent forward by mail or otherwise to the attorney selected for that service by the said mortgagee, and it is also agreed that in case the mortgagee herein, its successors and assigns, or attorneyee fit to foreclose this mortgage in a court having Jurisdiction thereof, then grantors will pay a reasonable attorney's fee therefore, which fee shall be and constitute a part of the debt thereby secured, - - -

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INDEX of the SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 25 T 5 S of R 2 East.

1. Title Page.
2. "X", 295-296, Patent, U S to William Jones Jr.,
- 3-14. Estate of William Jones Jr.,
15. Record "I", 367-368, Wm Hudson Exr to William J Lea, Deed
16. Record "I", 369-370, Deed, William J Lea to Frank J McCoy.
17. Record "K", 41-2. Dissolution, Frank McCoy to W J Lea.
18. Record "K", 42-3, Release of Dower, F G McCoy to William J Lea.
19. Record "K", 221-2, Mortgage, W J Lea to William H Leinkauf  
CANCELLED.
20. Record "L", 624-5, Mortgage, W J Lea to Alice C Taylor.
21. Record "Q", 544-5, Mortgage, W J Lea to A C Taylor.
22. Record "R", 275-6, P of A, A C Taylor to W H Gasque.
23. Record "Q", 550-2, Deed, W J Lea to J C Yarker.
24. Record "U", 96-8, Deed, M G Yarker to George H Hoyle.
25. Record "X", 398-9, Deed J C Yarker to George H Hoyle.
26. Record "X", 484-5, Deed, E V C Yarker to George H Hoyle.
27. Record "X", 376-7, Deed, George H Hoyle to Henry A Sauer.
28. 2 Mortgage 98-100, Mortgage, H A Sauer to George H Hoyle.  
CANCELLED.
29. 6NS, 231-2, Deed, H A Sauer to Martin Cushing.
30. 11NS 269-70, Deed, Martin Cushing to J Hibben.
31. 25NS 284, Deed, J Hibben to R M Mahler.
32. 26NS 662, Deed, M Cushing to J Hibben.

Dertificate J A Ertzinger October 21 1919.

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(CAPTION)

**Abstract of Title**  
of the

Lands of Mr Robt. M. Mahler

in - Baldwin - County, State of Alabama

**Description**

The Southwest quarter  
of Northeast quarter  
Section Twenty-five  
in Township Five South  
of Range Two East --

\* \* \* \* \*

CD-09-0020-417

Alabama No. 8

## LEGAL PROCEEDINGS

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

IN \_\_\_\_\_

State of Alabama

VS.

William Yancey.

---

NOTE: Begin with this sheet and by, adding as many additional sheets as are necessary, set forth abstract of legal proceedings, showing all essential features thereof.

---

See Delinquent Docket No. 32, Page 77.

Recites rendition of decree in aforementioned court for the sale of 60 acres known as Stewart tract bound N, by Campbell tract and Ben Crane land E, by Jim Defillipi land, S. by Brown tract, E. by Nelson land, W. by Mobile Bay in Section 7 and 8 T 5 S R 2 E., for taxes due thereon for 1934. Taxes Fees and Costs \$40.90.

Decree dated July 15, 1935,  
G. W. Robertson,  
Judge of Probate.

Note: Sold to A A Trione 8/15/35.

CD-09-0020-417

Ala. No. 6

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

William Yancey, By Tax Collector,

TO

A. A. Trione.

GRANTOR

GRANTEE

Kind of Conveyance	Tax Sale.
Any Reservation to Grantor	None.
Date of Conveyance	August 15, 1935.
Date of Acknowledgment	None.
Before Whom	-----
Grantor Married or Single	County Officer.
Separate Acknowledgment of Wife	-----
Before Whom	-----
Date of Filing for Record	August 15, 1935.
Recorded in	Sales Book No. 11, Page 156.
Dower or Homestead Conveyed Properly?	?
Is it Properly Indexed?	Yes.
Are Names of All Signers in Body of Conveyance?	Yes.
Consideration \$ 40.90.	Is it Paid? Yes.
None.	
WITNESS }	

DESCRIPTION OF PROPERTY CONVEYED

Give Description as in Deed and also Show Any and All Kinds of Reservations

See Delinquent Docket No. 32, Page 77.

60 acres Known as Stewart tract bnd N by Campbell Tract & Ben Crane land E by Jim De Filippi land S by Brown tract, E. by Nelson land, W by Mobile Bay, Sec 7 & 8 T 5 S R 2 E.

Sold for unpaid Taxes for 1934.

Note:- Deed made to Elvera Trione, Oct., 4th 1933. G.W.Robertson Judge of Probate By J.L.Kessler Clk.

CO-09-0020-417

TAYLOR, LOWENSTEIN AND  
COMPANY, a Co-Partnership,  
Hiram C. Taylor, Trustee,

-to-

MARLOW TURPENTINE COMPANY.

PARTIAL RELEASES.  
Dated April 16, 1936. November  
acknowledged same note before  
Notary Public, Mobile County,  
Alabama. (6)  
Filed April 16, 1936.  
Recorded in Mortgage Book No. 67,  
Pages 187-8.  
Consideration: \$1.00 and other.

RECIES:

".....KNOW ALL  
Taylor, Lowenstein and Company,  
Thomas J. Taylor, Aaron L. Lowenstein,  
and Hiram C. Taylor, as Trustee, the owners of the Deed of  
Trust from Marlow Turpentine Company, et al., to Taylor, Lowen-  
stein and Company, et al., dated November 17, 1916, and recorded  
in Book Number 16 of Mortgages at Pages 686-71, Baldwin County  
Records, and the Deed of Trust from Marlow Turpentine Company,  
et al., to Taylor, Lowenstein and Company, et al., dated February  
8, 1918, and recorded in Book Number 18 of Mortgages at Pages  
585-9, Baldwin County Records, for and in consideration of the  
sum of One Dollar (\$1.00) and other good and valuable consider-  
ation to us this day in hand paid by the Marlow Turpentine Company  
the receipt whereof is hereby acknowledged, have and do hereby  
fully release from all of the terms and provisions of the two  
said Deeds of trust, the following described real property sit-  
uated in Baldwin County, Alabama, to-wit:

West Half of the Southeast Quarter of Section Three (3)  
Township Six (6) South, Range Two (2) East. Intending by  
this instrument to release any and all claim which the  
said Taylor, Lowenstein and Company or Hiram C. Taylor,  
as Trustee, has or may have to the said property.

PROVIDED HOWEVER, this release shall not in any  
other way affect the said Deeds of trust or either of them.

IN WITNESS WHEREOF,....."

CO-09-0020-417  
The Federal Land Bank of New Orleans

## TRANSFERS OF TITLE

William Yancey,  
By Judge of Probate, of Baldwin  
County, Alabama.

GRANTOR.

TO

Elvera Trione.

GRANTEE.

Kind of Conveyance County Tax Deed.  
Any Reservation to Grantor See recital.  
Date of Conveyance October 4, 1938,  
Date of Acknowledgment October 4, 1938.  
Before Whom NP Baldwin Co Ala.  
Grantor Married or Single County Officer.  
Separate Acknowledgment of Wife -----  
Before Whom -----  
Date of Filing for Record November 7, 1938; 10:10 AM.  
Recorded in Deed Book No. 6718, Page 181-182.  
Dower or Homestead Conveyed Properly? ?  
Is it Properly Indexed? Yes.  
Are Names of all Signers in Body of Conveyance? Yes.  
Consideration \$ 10.90 Is it Paid? Yes.  
WITNESS { None.

## DESCRIPTION OF PROPERTY CONVEYED

RESTITUS: Give Description as in Deed and also Show any and all kinds of Reservations.

THE STATE OF ALABAMA )  
COUNTY OF BALDWIN )

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, the land hereinafter described was subject to taxation for the year 1934, and the Board of Revenue levied taxes thereon for county purposes for said year, and  
WHEREAS, Said land was returned for taxation by William Yancey for said Year 1934, and

WHEREAS, the certificate of assessments was made in accordance with Section 15 of the Revenue Code 1923;

WHEREAS, The Tax Collector entered in the Docket of Tax Causes the description of said land, and amount of taxes, fees and charges due thereon for said year and delivered said Docket to the Probate Judge; and reported, in accordance with Section 220 of the Revenue Code, of 1923, that he was unable to collect said taxes without sale of said lands; and

WHEREAS, The Tax Collector, in enforcement of said decree, gave thirty days notice by publication once a week for three successive weeks in the Baldwin Times, a newspaper regularly published in said County, and also by posting notice at the Court House of said County, at a public place in the precinct in which the land was situated, that he would sell said land on the 15th day of August, A. D. 1935, between 10 o'clock A. M. and 4 o'clock P. M., in front of said Court House, which notices described said land and

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Deed Book 67NS, Pages 181-182, Page 2.

stated the amount for which the Probate's Court's decree had been rendered against same, and that said taxes had been assessed to William Yancey, and,

WHEREAS, The Tax Collector at said time, in front of said Court House door, did offer said land at public outcry, so that, as far as practicable, only such portion thereof was sold as was necessary to satisfy said decree, and did sell said land to A. A. Trione who was the highest bidder, for \$40.90, which covered the taxes, fees, charges, costs and expenses of sale, which amount he paid to said Tax Collector; and

WHEREAS, The Tax Collector did then deliver to said purchaser, in accordance with Section 235 of the Revenue Code 1923, a certificate of purchase, containing description of said land, showing the date the same had been assessed to William Yancey for said year; and also showing the taxes due thereon, distinguishing the amount due the State and County, and for school purposes, and the fees and costs; and further showing the time for which said land was advertised, the date it was offered for sale, the name of the purchaser, and the price paid; and

WHEREAS, The time for redemption of said land has elapsed, and said Certificate of Purchase has been returned to the Probate Judge by Elvera Trione (assignee thereof by endorsement which appears legally executed on said certificate)

NOW, THEREFORE, I G. W. Robertson, as Probate Judge, in and for said County, in said State, under and by virtue of the provisions of Section 245 of the Revenue Code of Alabama of 1923, and in consideration of One Dollar, to me paid, have this day granted bargained and sold, and by these presents do grant, bargain, sell and convey unto Elvera Trione all the right title and interest of said William Yancey and all the right title, interest and claim of the said State and County on account of said taxes, or under said decree, in and to the following described land, to-wit:

60 acres known as Stewart tract bounded N by Campbell tract and Ben Crane Land, E by Jim Defillipi land, S by Brown Tract, E by Nelson land W by Mobile Bay in Sections 7 and 8 T 5 S, R 2 E.

situated in said County and State;

TO HAVE AND TO HOLD the same, the said right, title and interest unto said Elvera Trione heirs, assigns or successors forever; but no right title or interest of any reversioner or remainderman in said land is conveyed hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, this 4th day of October A. D. 1938.

(SIGNED) G. W. ROBERTSON

Judge of Probate, Baldwin County.

STATE OF ALABAMA )  
BALDWIN COUNTY )

I, Sally S. Mayo, a Notary Public, in and for said County, in said State, hereby certify that G. W. Robertson whose name is signed to the foregoing conveyance as Judge of Probate and who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance he in his official capacity as such Judge of Probate executed the same voluntarily on the day the same bears date.

CO-09-0020-417

Deed Book 67NS, Pages 181-182, Page 3.

Given under my hand, this the 4th day of October, A. D., 1938.

(SIGNED) Sallie S. Mayo

Notary Public, Baldwin Co., Ala.

STATE OF ALABAMA)

BALDWIN COUNTY } PROBATE COURT.

Filed in office this 7 day of November 1938 at 10.10 A.M. and duly recorded in Deed Book 67 N.S. at pages 181-2; and I certify that \$ - - cts 50 Deed Tax has been paid as required by law.

(SIGNED) G. W. Robertson,

Judge of Probate.

G. W. ROBERTSON, JUDGE OF PROBATE.

CD-09-0020-417

Ala. No. 6

The Federal Land Bank of New Orleans  
TRANSFERS OF TITLE

ELVIRA TRIONE and A. A. TRIONE,  
her husband,

GRANTOR

TO

Henry Phillips and Bessie Phillips.

GRANTEE

Kind of Conveyance Quit Claim Deed.  
 Any Reservation to Grantor None.  
 Date of Conveyance October 27, 1938.  
 Date of Acknowledgment October 27, 1938.  
 Before Whom JPeace Baldwin Co Ala., (S).  
 Grantor Married or Single Married.  
 Separate Acknowledgment of Wife See Recital.  
 Before Whom JPeace Baldwin Co Ala., (S).  
 Date of Filing for Record November 7, 1938; 10:10AM.  
 Recorded in Deed Book No 67NS, Page 177-178.  
 Dower or Homestead Conveyed Properly ?  
 Is it Properly Indexed? Yes.  
 Are Names of All Signers in Body of Conveyance? As shown above.  
\$1.00 & other val. Consideration \$ Is it Paid? Yes.  
 None. WITNESS }

## DESCRIPTION OF PROPERTY CONVEYED

Give Description as in Deed and also Show Any and All Kinds of Reservations

## QUIT CLAIM DEED

STATE OF ALABAMA

COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, That ELVIRA TRIONE and A. A. TRIONE, her husband, in consideration of the sum of One Dollar and other valuable considerations to them in hand paid by Henry Phillips and Bessie Phillips, the receipt whereof is hereby acknowledged, do remise, quit-claim, and convey to the said Henry Phillips and Bessie Phillips, all their right, title, interest and claim, in or to the following described real estate ( or lands ), towit:

From the southeast corner of Fractional Section eight T 5 S, R 2 E, run North 1295.5 feet and west 7867 feet to the west side of the State Highway for a point of beginning; thence west 207 feet; thence North 416.5 feet; thence east 76 feet to the west Margin of the aforesaid highway; thence south  $17^{\circ} 30'$  east 436.7 feet to the beginning. Lots contains 3/4 acres, more or less.

TO HAVE AND TO HOLD to the said Henry Phillips and Bessie Phillips, their heirs and assigns forever.

GIVEN UNDER THEIR HANDS AND SEALS this 27 day of October, A.D. 1938.

<u>ELVIRA TRIONE</u>	L.S.
<u>A. A. TRIONE</u>	L.S.

CD-09-0020-417

Recorded in Deed Book 67NS, Pages 177-178, page 2.

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, HOWARD GAILLARD, a J.P. within and for said County, in said State, hereby certify that ELVERA TRIONE and A.A. TRIONE, her husband, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date. I further certify that on the -- day of October, A.D. 1938, came before me the within named A.A. TRIONE, known to me to be the wife of the within named A.A. TRIONE, who, being examined separate and apart from her husband, touching her signature to the foregoing conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of her husband.

Given under my hand and official seal on this the 27 day of October, A.D. 1938.

HOWARD GAILLARD, J.P.  
ELVIRA TRIONE

HOWARD GAILLARD, J.P.  
BALDWIN COUNTY.  
SEAL.

STATE OF ALABAMA  
BALDWIN COUNTY

PROBATE COURT

FILED in office this 7 day of Nov. 1938 at 10:10 A.M. and duly recorded in Deed Book 67 NS pages 177-8; and I certify that \$ - cts 50 Deed tax has been paid as required by law.

G.W.Robertson, Judge of Probate, by J.L.Kessler, Clerk.  
G.W.Robertson, Judge of Probate.

CO-09-0020-417

Ala. No. 6

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

THE BANK OF FAIRHOPE, of FAIRHOPE,  
ALABAMA, a corporation,

TO

CARL L. BLOXHAM.

GRANTOR

GRANTEE

Kind of Conveyance	Warranty Deed.
Any Reservation to Grantor	None.
Date of Conveyance	April 1939.
Date of Acknowledgment	April 1939.
Before Whom	NP Baldwin Co Ala., A corporation.
Grantor Married or Single	
Separate Acknowledgment of Wife	- - - - -
Before Whom	- - - - -
Date of Filing for Record	
Recorded in	Book No. _____ Page _____
Dower or Homestead Conveyed Properly	Yes.
Is it Properly Indexed?	Yes.
Are Names of All Signers in Body of Conveyance?	As shown above.
\$1.00 & other val.cons.	Fees.
Consideration \$	Is it Paid?

WITNESS }

DESCRIPTION OF PROPERTY CONVEYED

RECITES:- Give Description as in Deed and also Show Any and All Kinds of Reservations

WARRANTY DEED.

STATE OF ALABAMA )  
 COUNTY OF BALDWIN) KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One Dollar and other valuable considerations, to us in hand paid by CARL L. BLOXHAM, the receipt whereof is hereby acknowledged, We, THE BANK OF FAIRHOPE, of FAIRHOPE, ALABAMA, a corporation, do grant, bargain, sell and convey unto the said CARL L. BLOXHAM, the following described lands situated in Baldwin County, Alabama, to-wit:-

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

All the South half of the Fractional North half of Section 32, Township 5 South, Range 2 East of St. Stephens Meridian, lying outside the Town Plat of the Town of Montrose, Alabama, estimated to contain 97 acres, more or less.

TO HAVE AND TO HOLD to the said CARL L. BLOXHAM, his heirs and assigns forever.

And we do covenant with the said CARL L. BLOXHAM, that we are seized in fee of the above described premises; that we have the right to sell and convey the same, that the said premises are free from all encumbrances; and that we and our heirs, executors and administrators shall forever WARRANT AND DEFEND the same to the said CARL L. BLOXHAM, his heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands and seals this \_\_\_\_\_ day of April, A. D., 1939.

CO-09-0020-417

Deed. The Bank of Fairhope, Ala., to Carl L. Bloxham, page 2.

ATTEST:  
(SIGNED) THE BANK OF FAIRHOPE, of FAIRHOPE,  
ALABAMA, a Corporation,  
By  
As its Cashier.

THE STATE OF ALABAMA I, \_\_\_\_\_, a \_\_\_\_\_  
COUNTY OF BALDWIN. in and for said county in said State, hereby certify  
that KIRBY WHARTON, whose name as President of THE BANK  
OF FAIRHOPE, of FAIRHOPE, ALABAMA, a corporation, and HENRY G. BISHOP, whose  
name as Cashier of THE BANK OF FAIRHOPE, of FAIRHOPE, ALABAMA, a Corporation,  
is signed to the foregoing conveyance, and who is known to me, acknowledged  
before me on this day, that being informed of the contents of the conveyance,  
they, as such officers, and with full authority, executed the same voluntar-  
ily for and as the act of said corporation.

Given under my hand this \_\_\_\_\_ day of April, A. D., 1939.

Notary Public, Baldwin County, Alabama.

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

Bank of Fairhope, a corporation,

GRANTOR.

TO

Fairhope Realty Company, a corporation.

GRANTEE.

Kind of Conveyance	<u>Warranty Deed.</u>
Any Reservation to Grantor	<u>None.</u>
Date of Conveyance	<u>April 26, 1939.</u>
Date of Acknowledgment	<u>April 26, 1939.</u>
Before Whom	<u>NP Baldwin Co., Ala., (S).</u>
Grantor Married or Single	<u>A Corporation.</u>
Separate Acknowledgment of Wife	<u>-----</u>
Before Whom	<u>-----</u>
Date of Filing for Record	<u>April 28, 1939; 3PM.</u>
Recorded in	<u>Deed</u> Book No. <u>69NS</u> , Page <u>285.</u>
Dower or Homestead Conveyed Properly	<u>Yes.</u>
Is it Properly Indexed?	<u>Yes.</u>
Are Names of All Signers in Body of Conveyance?	<u>As shown above.</u>
Consideration \$	<u>\$1.00 &amp; other good &amp; val. cons.</u>
	<u>Is it Paid?</u> <u>Yes.</u>
	<u>None.</u>

WITNESS }

DESCRIPTION OF PROPERTY CONVEYED

Recites:-

Give Description as in Deed and also Show Any and All Kinds of Reservations

STATE OF ALABAMA } KNOW ALL MEN BY THESE PRESENTS, That the Bank of Fair-  
 COUNTY OF BALDWIN } hope, a corporation, for and in consideration of the  
 considerations to it in hand paid, receipt of which is hereby acknowledged,  
 does Grant, Bargain, Sell and Convey unto the Fairhope Realty Company, a cor-  
 poration, the following described real property situated in the County of  
 Baldwin, State of Alabama, to-wit:

All of the South half of the Fractional North half of Section 32, Town-  
 ship 5 South of Range 2 East of St. Stephens Meridian, lying outside of the  
 town of Montrose, Alabama, as the same is platted and recorded in the office  
 of the Judge of Probate of Baldwin County, Alabama, containing 97 acres,  
 more or less.

TO HAVE AND TO HOLD, with the appurtenances thereunto belonging, unto  
 the said Fairhope Realty Company, its successors and assigns forever.

And the grantor does for itself, its successors and assigns, covenant  
 with the said Fairhope Realty Company, its successors and assigns, that it  
 is lawfully seized in fee simple of said premises; that they are free from  
 all encumbrances and that it has a good right to sell and convey the same as  
 aforesaid; that it will and its successors, and assigns, shall warrant and  
 defend the same to the said Fairhope Realty Company, its successors and  
 assigns forever, against the lawful claims of all persons whomsoever.

CO-09-0020-417

Recorded in Deed Book 69NS, Page 285, page 2.

IN WITNESS WHEREOF, the said Bank of Fairhope, a corporation, has caused these presents to be executed by Kirby Wharton, its President, attested by Henry G. Bishop, its Cashier, and its corporate seal to be hereto affixed, on this the 26th day of April, 1939.

SEAL

Henry G. Bishop (SIGNED) BANK OF FAIRHOPE, a corporation,  
As its Cashier. By Kirby Wharton as its President.

STATE OF ALABAMA ) I, J. P. Beebe, a Notary Public in and for said County, in  
COUNTY OF BALDWIN) said State, hereby certify that Kirby Wharton and Henry G.  
Bishop, whose names as President and Cashier, respectively  
of the Bankd of Fairhope, a corporation, are signed to the foregoing convey-  
ance, and who are known to me, acknowledged before me on this day that, being  
informed of the contents of the conteyance, they, as such officers and with  
full authority, executed the sa e voluntarily for and as the act of said cor-  
poration.

Given under my hand and seal this the 26th day of April, 1939.

SEAL

(SIGNED) J. P. Beebe Notary Public,  
Baldwin County, Alabama.

STATE OF ALABAMA)  
BALDWIN COUNTY } PROBATE COURT.

Filed in office this 28 day of April, 1939, at 3:00 P.M. and duly recorded in  
Deed Book No. 69 N.S. at page 285; and I certify that \$1 cts 00 Deed tax has been  
paid as required by law. G. W. Robertson, Judge of Probate.

G. W. ROBERTSON, JUDGE OF PROBATE.

CD-09-0020-417

Ala. No. 6

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

William Yancy,Kind of Conveyance Warranty Deed.None.

Any Reservation to Grantor

Date of Conveyance February 19, 1940.Date of Acknowledgment February 19, 1940.Before Whom NP Baldwin Co Ala.Grantor Married or Single Does not state.Separate Acknowledgment of Wife - - - - -Before Whom - - - - -Date of Filing for Record March 11, 1941;Recorded in Deed Book No. 73NS, Page 583-584.Dower or Homestead Conveyed Properly No.Is it Properly Indexed? Yes.Are Names of All Signers in Body of Conveyance? Yes.Consideration \$ 400.00. Is it Paid? Yes.

Harry H. Parker; Richard J.

GRANTEE

WITNESS } Demree; J. S. Mickelson.**DESCRIPTION OF PROPERTY CONVEYED**

Give Description as in Deed and also Show Any and All Kinds of Reservations

STATE OF ALABAMA) THIS INDENTURE, Made and entered into this the 19th day  
 COUNTY OF BALDWIN) of February, 1940, between William Yancy of Baldwin  
 County, as party of the first part, and J.S.Mickelson of  
 Baldwin County, as party of the second part,

WITNESS: The party of the first part, for and in consideration of the  
 sum of Four Hundred Dollars, lawful money of the United States of America,  
 to William Yancy in hand paid by the party of the second part, at or before  
 the ensealing and delivery of these presents, the receipt Whereof is hereby  
 acknowledged, he, William Yancy granted, bargained, sold, aliened, release,  
 conveyed, and confirm unto the said party of the second part, and to his  
 heirs and assigns, forever, all the following described real property in  
 Baldwin County, Alabama, to wit:

**Parcel 1.**

From the Southwest Corner of fractional Section 8 T 5 S, R 2 E accord-  
 ing to the survey of Silas Dinsmore U.S.Deputy Surveyor run North 1131.5  
 feet for a point of beginning; thence west 2753 feet along the South line  
 of Section 39 Charles Stewart grant thence North 416.5 feet; thence East  
 6203 feet; thence North 19.8 feet; thence East 478 feet; thence South 402.8  
 feet, thence West 3328 feet to the point of beginning.

CD-09-0020-417

Recorded in Deed Book 73NS, Pages 583-584, Page 2.

Parcel 3.

From the Southwest Corner of fractional Sectional 8 T 5 S, R 2 E according to the survey of Silas Dinsmore U. S. Deputy Surveyor run North 1121.5 feet thence W 3383 feet along the South line of the Section 39 Charles Stewart grant for a point of beginning; thence N 205 feet; thence W. 600 feet or more or less to the margin of Mobile Bay thence Southerly down the Bay till the Southing equals 303 feet thence E 400 feet more or less to the point of beginning, with all riparian rights appertaining.

Both Parcels containing 60 acres more or less and lying in Section 39 Charles Stewart Grant.

Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining and the reversion and the reversions, remainder or remainders, rents, issues, and profits thereof.

And also all the estate, rights, title, interest, dower and right of dower, property, possession, claim and demand whitsoever as well in law as inequity, of the said party of the first part, of, in, and to the same and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part J. S. Mickelson, his heirs and assigns forever. And the party covenant and agree with the said party of the second part that he and his heirs seized of an indefeasible estate in fee simple, that the said property is free from all mortgages, liens, and encumbrances, that he, William Yancy is entitled to the immediate possession thereof; and that he and his heirs forever warrant and defend the title to the same and the possession thereof unto to said party of the second part his heirs and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part hereunto set his hand and seal the day and year first above written.

Harry H. Parker  
Richard J. Demree  
Witness

His  
(SIGNED) William X. Yancey  
Mark

J. S. Mickelson  
Witness (.55¢ USIR Stamp attached Can W Y)

STATE OF ALABAMA }

COUNTY OF BALDWIN } I, Richard J. Demere, a Notary Public in and for said County and State, do hereby certify that William his mark Yancy by his mark in presence of witnesses whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, have executed the same voluntarily on the day the same bears date,

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 19th day of February 1940.

(SIGNED) Richard J. Demere.

CD-09-0020-417

Mary Loftus and Clara Loftus

-To-

Salome Loftus

CONSIDERATION; \$1.00 and other.

CONVEYS;

INSTRUMENT      Warranty Deed  
DATED            March 7, 1940.  
FILED            June 14, 1946.

RECORDED        Book 108, Page 291-2

ACKNOWLEDGED    March 9, 1940, by  
Mary Loftus and Clara Loftus, be-  
fore Notary Public, Mobile County,  
Alabama.

WITNESSES; Jean Schluter and  
Clara Mullen.

All of our undivided two-thirds interest in that certain piece or lot of land situated in the Village of Montrose in said County and embracing the two-thirds part of Square No. Eleven of the recorded plat of said Village, being bounded as follows to-wit; North East intersection of Lee and Second Streets and running thence North 14 degrees West six chains and 32 links to a point, thence North 76 degrees East nine chains and 46 links to Third Street, thence South 14 degrees East, six chains and 32 links to Lee Street and thence Westwardly on the North line of Lee Street to place of beginning, and containing 6 acres, more or less.

TO HAVE AND TO HOLD, etc....

NOTE; The above deed intended to convey the property described in the Caption to this abstract but description is in error.

(Shown for information only)

CO-09-0020-417

Ala. No. 6

**The Federal Land Bank of New Orleans**  
**TRANSFERS OF TITLE**

Lloyd Thomas and Louise Thomas,  
 his wife,

## GRANTOR

TO

Thomas J. Taylor, Sidney Lowenstein and First National Bank of Mobile, as Executor and as Trustee under the last will and testament of Aaron A. Lowenstein, deceased.

## GRANTEE

Kind of Conveyance Warranty Deed.  
 Any Reservation to Grantor See Recital.  
 Date of Conveyance August 2, 1941.  
 Date of Acknowledgment August 2, 1941.  
 Before Whom NP Baldwin Co Ala., (S).  
 Grantor Married or Single Married.  
 Separate Acknowledgment of Wife Yes.  
 Before Whom NP Baldwin Co Ala., (S).  
 Date of Filing for Record September 11, 1941; 10AM.  
 Deed 594-595.  
 Recorded in Book No. 75NS, Page  
 Dower or Homestead Conveyed Properly Yes.  
 Is it Properly Indexed? Yes.  
 Are names of all Signers in Body of Conveyance? Yes.  
 Consideration \$1.00 & other val.cons. Is it Paid? Yes.  
 None.

## WITNESS {

## DESCRIPTION OF PROPERTY CONVEYED INDEXED.

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

STATE OF ALABAMA: KNOW ALL MEN BY THESE PRESENTS, That we, Lloyd Thomas and COUNTY OF BALDWIN: Louise Thomas, his wife, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations to us in hand paid by Thomas J. Taylor, Sidney Lowenstein and First National Bank of Mobile, as Executor and as Trustee under the last will and testament of Aaron A. Lowenstein, deceased, the receipt of which is hereby acknowledged, do grant, bargain, sell and convey unto the said Thomas J. Taylor, Sidney Lowenstein and First National Bank of Mobile, as Executor and as Trustee under the last will and testament of Aaron A. Lowenstein, deceased, that certain real estate situate in Baldwin County, Alabama, described as follows:

Start at one-half mile post on south boundry line of Section 20, Township 5, South of Range 2 East, then run North 37.70 chains to a point, thence run west 18 chains and two (2) feet for a starting point; thence run south from said starting point 220 feet to a point, thence west to one-quarter line, THENCE North 220 feet to a point thence east to place of beginning, containing a little more than one-half of an acre.

TO HAVE AND TO HOLD the above described real property, together with all and singular the tenements, hereditaments, rights, members, privileges and appurtenances thereunto belonging or in anywise appertaining, unto the said Thomas J. Taylor, Sidney Lowenstein and First National Bank of Mobile, as Executor and as Trustee under the last will and testament of Aaron A. Lowenstein, deceased, their heirs and assigns forever.

CO -09-0020 -417

Recorded in Deed Book No. 75NS, Pages 594-595, page 2.

And we, for ourselves, our executors and administrators covenant with the said Thomas J. Taylor, Sidney Lowenstein and First National Bank of Mobile, as Executor and as Trustee under the last will and testament of Aaron A. Lowenstein, deceased, that we are lawfully seized in fee simple of the said property; that the same is free from all encumbrances of any nature whatsoever; that we have a good right to sell and convey the same, as aforesaid; that we are in the quiet and peaceable possession of the said property, and that we will, and our heirs, executors and administrators shall, forever warrant and defend the said property unto the said Thomas J. Taylor, Sidney Lowenstein and First National Bank of Mobile, as Executor and as Trustee under the last will and testament of Aaron A. Lowenstein, deceased, their heirs and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 2nd, day of August, 1941. (SIGNED) LLOYD THOMAS (SEAL)

.55 USIR STAMP Cancelled LOUISE THOMAS (SEAL)

L.T. 9/4/41

L.T. 9/4/41

CANCELED

STATE OF ALABAMA : I, KATHLEEN SIRMON, a Notary Public in and for said County of BALDWIN: ty, in said State, do hereby certify that Lloyd Thomas and Louise Thomas, his wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand this the 2nd day of August, 1941

SEAL (SIGNED) KATHLEEN SIRMON

Notary Public, Baldwin County,  
Alabama.

STATE OF ALABAMA :

COUNTY OF BALDWIN: I, Kathleen Sirmon a Notary Public in and for said State and County, hereby certify that on the 2nd, day of August, 1941, came before me the within named Louise Thomas, known to me to be the wife of the within named Lloyd Thomas, who, being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of her husband.

Given under my hand this 2nd day of August, 1941.

SEAL (SIGNED) KATHLEEN SIRMON

Notary Public, Baldwin County,  
Alabama.

STATE OF ALABAMA)

BALDWIN COUNTY ) PROBATE COURT.

Filed September 11, 1941 at 10: A.M. Recorded in Deed Book No. 75 N.S. at page 594-5; and I certify that Fifty Cents Deed tax has been paid as required by law. G.W.Robertson, Judge of Probate.

CO-09-0020-417

Ala. No. 6

The Federal Land Bank of New Orleans  
TRANSFERS OF TITLE

Jessie Coleman, and her  
husband, Lester Coleman.

GRANTOR

TO

Francies McConico, and  
Orvia McConico.

GRANTEE

Kind of Conveyance Quit Claim Deed.  
Any Reservation to Grantor None.  
Date of Conveyance October 4, 1941.  
Date of Acknowledgment October 4, 1941.  
Before Whom NP Baldwin Co Ala., (S), Com. Ex.  
June 24, 1945. Married.  
Grantor Married or Single Married.  
Separate Acknowledgment of Wife No.  
Before Whom - - - - -  
Date of Filing for Record October 8, 1941; 8AM.  
Recorded in Deed Book No. 76NS, Page 111.  
Dower or Homestead Conveyed Properly No.  
Is it Properly Indexed? Yes.  
Are names of all Signers in Body of Conveyance? No.  
Consideration \$ 30.00. Is it Paid? Yes.  
WITNESS { Dave Allen;  
Rufus Simon.

## DESCRIPTION OF PROPERTY CONVEYED

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

THE STATE OF ALABAMA ) QUIT CLAIM DEED  
County of Baldwin ) KNOW ALL MEN BY THESE PRESENTS, That I, Jessie Coleman, of said County and State, for and in consideration of the sum of Thirty Dollars, in hand paid to me by Francies McConico the receipt whereof is hereby acknowledged, do hereby remise, release, quit-claim and convey unto the said Francies McConico and Orvia McConico all my right, title, interest and claim in and to the following described real estate, situate in the County of Baldwin, State of Alabama, to-wit:

Begin at the Southwest corner of the North-east quarter of Section 20, Township 5 South, Range 2 East; Thence run North 318 feet; thence East 205.5 feet; thence South 318 feet; thence West 205.5 feet to the point of beginning.

To have and to hold the same unto the said Francies McConico and unto her heirs and assigns.

Witness my hand and seal this the 4th day of October 1941  
Witnesses. (SIGNED) Jessie Coleman Seal

Dave Allen His  
Rufus Sirmon X Coleman Seal  
THE STATE OF ALABAMA mark  
Baldwin County

CO-09-0020-417

Recorded in Deed Book 76NS, Page 111, page 2.

I, Kathleen Sirmon, a Notary Public inand for said State and County, hereby certify that Jessie Coleman and her husband Lester Coleman whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hands, this 4th day of October 1941.  
(SEAL) (SIGNED) Kathleen Sirmon

Notary Public, Baldwin County, Alabama  
Notary Public, Baldwin County, Ala.  
My commission expires June 24, 1945.  
Bonded by American Surety Co. of N.Y.

STATE OF ALABAMA, BALDWIN COUNTY

Filed Oct 8, 1941 8AM Recorded Deed book 76 page 111 and I certify that the following Privilege Tax has been paid. Deed Tax 50 G W Robertson, Judge of Probate, by J L Kessler.

Dued to Annie Lou McGraw & Sidney McGraw, Jr.,

5.00

## WARRANTY DEED.

THE STATE OF ALABAMA  
COUNTY OF BALDWIN )

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of FIVE DOLLARS, to us in hand paid by Annie Lou McGrew and Sidney McGrew, Jr., Jointly, wife and husband, the receipt whereof is hereby acknowledged, We, Francies McConico and Orvia McConico, wife and husband, do grant, bargain, sell and convey unto the said Annie Lou McGrew and Sidney McGrew, Jr., the following described lands situate in Baldwin County, Alabama, to-wit:-

Beginning at a point 120 feet North of the SW corner of the NE<sup>1</sup> of Sec. 20, Fl. T. 6. S. R. 2. E., thence North 198 feet; thence East 205.5 feet; thence South 198 feet; thence West 205.5 feet to the point of beginning. Lot contains 93/100 Acre and is in the NE<sup>1</sup> of Sec. 20, Fl. T. 5. S. R. 2. E.

TO HAVE AND TO HOLD to the said Annie Lou McGrew and Sidney McGrew, Jr., and their heirs or assigns forever.

And we do covenant with the said Annie Lou McGrew and Sidney McGrew, Jr., that we are seized in fee of the above described premises; that we have the right to sell and convey the same, that the said premises are free from all encumbrances; and that we will and our heirs, executors and administrators shall forever WARRANT AND DEFEND the same to the said Annie Lou McGrew and Sidney McGrew, Jr., and to their heirs or assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1945.

L.S.

L.S.

THE STATE OF ALABAMA  
COUNTY OF BALDWIN )

I, \_\_\_\_\_ a Notary Public, in and for said State and County, do hereby certify that Francies McConico and Orvia McConico, wife and husband, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me, on this day that being informed of the contents of the said conveyance, they executed the same voluntarily on the day the same bears date,

And I do further certify that on the \_\_\_\_\_ day of \_\_\_\_\_ A. D., 1945, came before me the within named Francies McConico, Known to me to be the wife of the within named Orvia McConico, who being examined separate and apart from her husband in reference to her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 1945.

AFFIX SEAL.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama.

My Commission Expires:

CD-09-00020-417

Ala. No. 6

**The Federal Land Bank of New Orleans  
TRANSFERS OF TITLE**

THE BANK OF FAIRHOPE, of FAIRHOPE,  
ALABAMA, a corporation,

TO

FAIRHOPE REALTY COMPANY.

Grantor.

Grantee.

Kind of Conveyance	Warranty Deed.
Any Reservation to Grantor	See recital.
Date of Conveyance	May 1939.
Date of Acknowledgment	May 1939.
Before Whom	
Grantor Married or Single	A corporation.
Separate Acknowledgment of Wife	
Before Whom	
Date of Filing for Record	
Recorded in	Book No. Page
Dower or Homestead Conveyed Properly	Yes.
Is it Properly Indexed?	
Are names of all Signers in Body of Conveyance?	
\$1.00 & other val.	
Consideration \$	Is it Paid? Yes.
WITNESS }	

**DESCRIPTION OF PROPERTY CONVEYED**

Give Description as in Deed and Also Show Any and All Kinds of Reservations

STATE OF ALABAMA )   WARRANTY DEED.  
 COUNTY OF BALDWIN) KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One Dollar and other valuable considerations, to it in hand paid by FAIRHOPE REALTY COMPANY, the receipt whereof is hereby acknowledged, THE BANK OF FAIRHOPE, of FAIRHOPE, ALABAMA, a corporation, does grant, bargain, sell and convey unto the said FAIRHOPE REALTY COMPANY, the following described lands situated in Baldwin County, Alabama, to-wit:

From the Northeast corner of Fractional Section 32, T 5 S., R 2 E., run West 2492 feet; thence South 1307.5 feet; thence East 2492 feet; thence North 1307.5 feet, to the point of beginning. Less twelve acres in the Northeast corner belonging to one W. A. Glover, Lying in the North half of the North half of Fl. Sec. 32, T 5 S., R 2 E.,

TO HAVE AND TO HOLD to the said FAIRHOPE REALTY COMPANY, its successors and assigns forever.

And it does covenant with the said FAIRHOPE REALTY COMPANY, that it is seized in fee of the above described premises; that it has the right to sell and convey the same, that the said premises are free from all encumbrances;

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Deed. Bank of Fairhope to Fairhope Realty Co., page 2,

and that it will and its successors and assigns shall forever WARRANT AND DEFEND the same to the said FAIRHOPE REALTY COMPANY, its successors or assigns, against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said corporation has caused its corporate seal to be hereto affixed, and these presents to be signed by KIRBY WHARTON, president of said corporation, this \_\_\_\_\_ day of May, A. D., 1939.

THE BANK OF FAIRHOPE, of FAIRHOPE,

ALABAMA, A Corporation,

ATTEST:

By \_\_\_\_\_

As its President.

AS its Cashier.

THE STATE OF ALABAMA  
COUNTY OF BALDWIN

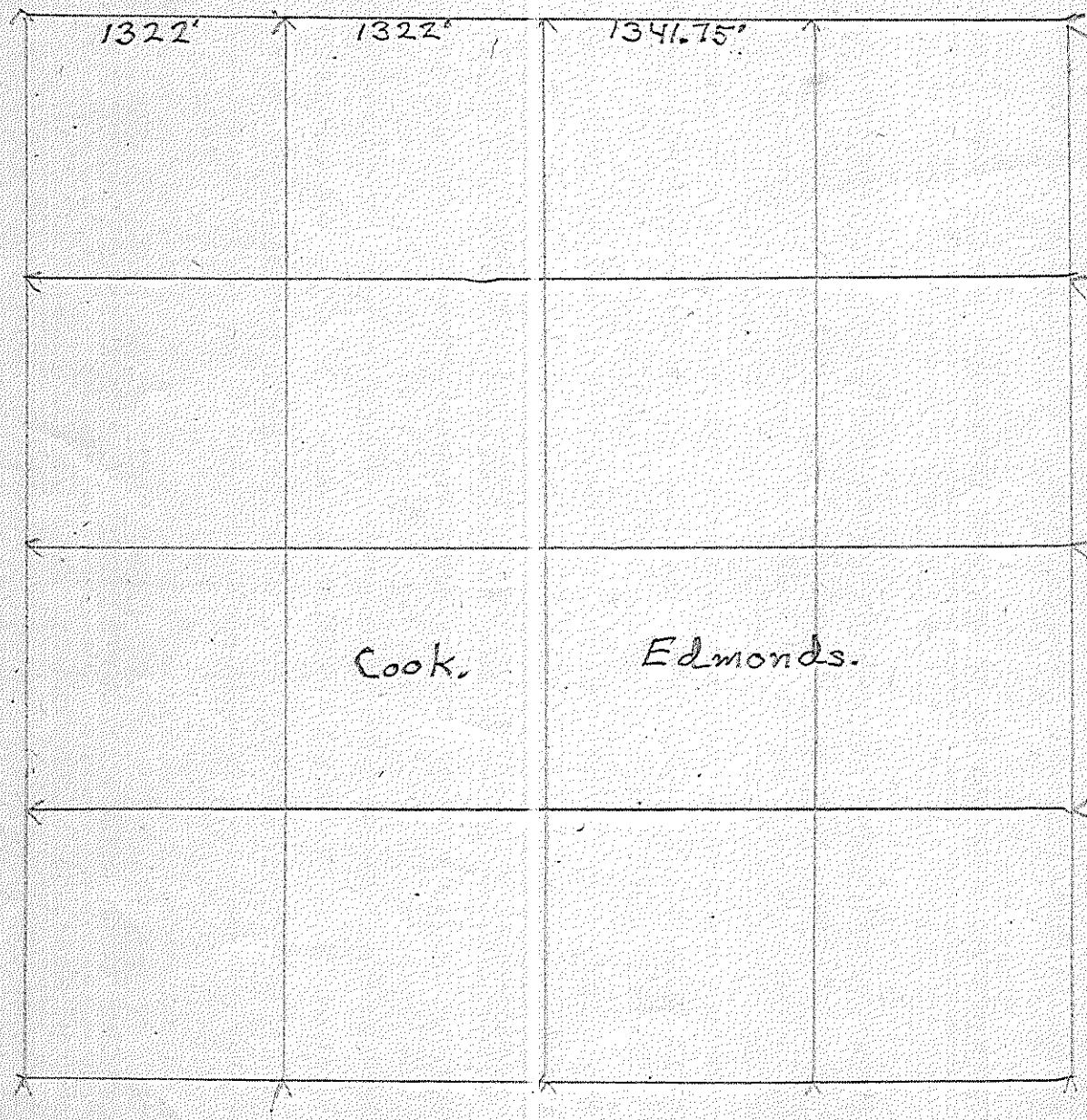
I, \_\_\_\_\_, a \_\_\_\_\_, in and for said county in said State, hereby certify that KIRBY WHARTON, whose name as President of THE BANK OF FAIRHOPE, of FAIRHOPE, ALABAMA, a corporation, whose name is signed to the foregoing conveyance, and HENRY G. BISHOP, whose name as Cashier of THE BANK OF FAIRHOPE, of FAIRHOPE, ALABAMA, a corporation, whose name is signed to the foregoing conveyance, as ATTESTING said signature, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers' and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this \_\_\_\_\_ day of May, A. D., 1939.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama

CD-09-0020-417

Map of Sec. 21, T.5.S., R.2.E.



The Federal Land Bank of New Orleans  
TRANSFERS OF TITLE

J. S. Mickelson,

GRANTOR

TO

William Yancy.

GRANTEE

Kind of Conveyance	<u>Life Lease.</u>
Auy Reservation to Grantor	<u>See recital.</u>
Date of Conveyance	<u>November 4, 1941.</u>
Date of Acknowledgment	<u>November 4, 1941.</u>
Before Whom	<u>NP Baldwin Co., Ala., (S).</u>
Grantor Married or Single	<u>Does not state.</u>
Separate Acknowledgment of Wife	<u>-----</u>
Before Whom	<u>-----</u>
Date of Filling for Record	<u>March 18, 1942; 4:28 P.M.</u>
Recorded in	<u>Deed</u>
	<u>Book No. 77NS, Page 103.</u>
Dower or Homestead Conveyed Properly	<u>No.</u>
Is it Properly Indexed?	<u>Yes.</u>
Are Names of All Signers in Body of Conveyance?	<u>Yes.</u>
Consideration \$	<u>1.00.</u>
	<u>Is it Paid? Yes.</u>
	<u>None.</u>
WITNESS }	

DESCRIPTION OF PROPERTY CONVEYED

Give Description as in Deed and also Show Any and All Kinds of Reservations

STATE OF ALABAMA ) KNOW ALL MEN BY THESE PRESENTS: That, I, J.S.Mickelson,  
COUNTY OF BALDWIN) of the County of Baldwin, State of Alabama, for and in  
consideration of the sum of One (\$1.00) Dollar to me in  
hand paid by William Yancy, the receipt whereof is hereby acknowledged, and  
for other good and valuable consideration, do hereby grant, bargain, sell  
and convey unto the said William Yancy a life estate in the following descri-  
bed real estate situation in the County of Baldwin, State of Alabama, to-wit:

From the Southwest corner of Fractional Section Eight (8), Township Five  
(5) South, Range Two (2) East run North 1121.5 feet, thence West 1764 feet,  
thence Northeast 30 degrees 152 feet, thence Northeast 35 degrees 84 feet,  
thence Northwest 67 degrees 200 feet to the Southwest corner of house, which  
is 18 by 24 feet.

TO HAVE AND TO HOLD the aforesaid premises to the said William Yancy,  
his heirs and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4 day of  
November, 1941. J. S. MICKELSON

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Recorded in Deed Book 77NS, Page 102, page 2.

STATE OF ALABAMA }  
COUNTY OF BALDWIN }

Before me, Richard J. Demeree, a Notary Public in and for said county and state, personally appeared J. S. Mickelson, being known to me and who, being duly sworn, doth depose and say that he executed the above conveyance as his voluntary act on the day the same bears date.

SEAL

Richard J. Demeree, Notary Public,  
Baldwin County, Alabama.

STATE OF ALABAMA }  
BALDWIN COUNTY }

Filed March 18, 1942 at 4:28 P.M. Recorded in Deed Book No. 77N.S. at page 102; and I certify that \$.50 Deed tax has been paid as required by law.  
G. W. Robertson, Judge of Probate.

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Ala. No. 6

The Federal Land Bank of New Orleans  
TRANSFERS OF TITLE

Arthur Adams, unmarried,

Kind of Conveyance Warranty Deed.

Any Reservation to Grantor None.

Date of Conveyance December 3, 1941.

Date of Acknowledgment December 3, 1941.

Before Whom NP Baldwin Co Ala., (S).

Grantor Married or Single Single.

Separate Acknowledgment of Wife - - - - -

Before Whom - - - - -

Date of Filing for Record December 4, 1941; 9:28AM.

Recorded in Deed Book No. 77NS, Page 16.

Dower or Homestead Conveyed Properly Yes.

Is it Properly Indexed? Yes.

Are names of all Signers in Body of Conveyance? Yes.

\$1.00 & other good & val. cons. Is it Paid? Yes.

None.

WITNESS }

DESCRIPTION OF PROPERTY CONVEYED

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

STATE OF ALABAMA

BALDWIN COUNTY KNOW ALL MEN BY THESE PRESENTS, That, Arthur Adams, unmarried, in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations to him in hand paid by Arthurene Smith, the receipt of which is hereby acknowledged, do grant, bargain, sell and convey unto the said Arthurene Smith all the following described real property situated in the County of Baldwin, State of Alabama, to-wit:

Commencing at the Northwest corner of Section 29, Township 5 South, Range 2 East, according to the Dinsmoor Survey of Baldwin County, Alabama; run thence South 9.50 chains, thence East 9.48 chains, to beginning corner; thence East 15.52 chains, thence South 3.16 chains, thence West 15.52 chains, thence North 3.16 chains, to point of beginning, being the same lands conveyed to the grantor herein by Emma Sweitzer and John Sweitzer January 17, 1923 by Deed recorded in the office of the Judge of Probate, Baldwin County, Alabama in Deed Book 33 NS, page 217.

TO HAVE AND TO HOLD unto the said Arthurene Smith, her heirs and assigns forever. The said Arthur Adams does covenant and warrant with the said Arthurene Smith that he is seized in fee simple of the said premises, that he has a good right to sell and convey the same as aforesaid, that the same is clear of encumbrances, of which he is in the quiet and peaceable possession, and that he, his heirs, personal representatives, and assigns will forever warrant

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Recorded in Deed Book No. 77NS, Page 16, page 2.

and defend the title to and possession of the said premises unto the said Ar-thurene Smith, her heirs, personal representatives, and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the said Arthur Adams has hereunto set his hand and seal this the 3rd day of December, 1941.

his  
(SIGNED) Arthur X Adams (SEAL)  
Mark

STATE OF ALABAMA

BALDWIN COUNTY I, W.C Beebe, a Notary Public in and for said County,  
in said State, hereby certify that Arthur Adams, whose  
name is signed to the foregoing conveyance, and who is known to me, acknowledg-ed before me on this day that, being informed of the contents of the con-  
veyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 3rd day of December, 1941.

(SEAL) (SIGNED) W.C.Beebe  
Notary Public, Baldwin County, Ala.

STATE OF ALABAMA, BALDWIN COUNTY

Filed DEC 4-1941 9:28 A M Recorded Deed book 77 page 16 and I certify that the  
following Privilege Tax has been paid. Deed Tax 50 G W Robertson  
Judge of Probate.

## WARRANTY DEED

STATE OF ALABAMA  
COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of FIVE DOLLARS, to us in hand paid by CLARENCE JOHNSON and ARSTINE JOHNSON, husband and wife, the receipt whereof is hereby acknowledged, We, ARTHURENE SMITH and NORRIS SMITH, wife and husband, do grant, bargain, sell and convey unto the said CLARENCE JOHNSON and ARSTINE JOHNSON, the following described lands situated in Baldwin County, Alabama, to-wit:-

From the Northwest corner of Section 29, Township 5 South, Range 2 East, according to the Dinsmoor Survey of Baldwin County, Alabama; run South 627 feet, East 625.6 feet and South 104.3 feet for a point of beginning; thence Continue South 104.2 feet; thence East 1024.3 feet; thence North 104.2 feet; thence West 1024.3 feet, to the point of beginning, Lot contains 2.45 acres and lies in Sec. 29, T. 5 S.R. 2 E.

TO HAVE AND TO HOLD to the said CLARENCE JOHNSON and ARSTINE JOHNSON, their heirs and assigns forever.

And we do covenant with the said CLARENCE JOHNSON and ARSTINE JOHNSON, that we are seized in fee of the above described premises; that we have the right to sell and convey the same, that the said premises are free from all encumbrances; and that we will and our heirs, executors and administrators shall forever WARRANT AND DEFEND the same to the said CLARENCE JOHNSON and ARSTINE JOHNSON, their heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands and seals this \_\_\_\_\_ day of November, A. D., 1943.

\_\_\_\_\_  
L.S.

\_\_\_\_\_  
L.S.

THE STATE OF ALABAMA)  
COUNTY OF BALDWIN )

I, \_\_\_\_\_ a Notary Public, within and for said County, in said State, do hereby certify that ARTHURENE SMITH and NORRIS SMITH, wife and husband, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me, on this day that being informed of the contents of the said conveyance, they executed the same voluntarily on the day the same bears date,

and I do further certify that on the \_\_\_\_\_ day of November, A. D., 1943, came before me the within named ARTHURENE SMITH, known to me to be the wife of the within named NORRIS SMITH, who being examined separate and apart, from her husband in reference to her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, and official seal, this \_\_\_\_\_ day of November, A. D., 1943.

AFFIX SEAL.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama.

My Commission Expires:

CD-09-0020-417

WARRANTY DEED

STATE OF ALABAMA  
COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of FIVE DOLLARS, to us in hand paid by WILLIAM ADAMS, the receipt whereof is hereby acknowledged, We, ARTHURENE SMITH and NORRIS SMITH, wife and husband, do grant, bargain, sell and convey unto the said WILLIAM ADAMS, the following described lands situated in Baldwin County, Alabama, to-wit:-

From the Northwest corner of Section 29; Township 5 South, Range 2 East, according to the Dinsmoor Survey of Baldwin County, Alabama; run South 627 feet and East 625.6 feet for a point of beginning; thence Continue East 1024.3 feet; thence South 104.3 feet; thence West 1024.3 feet; thence North 104.3 feet, to the point of beginning, Lot contains 2.45 acres and lies in Sec.29, T.5.S.R.2.E.

TO HAVE AND TO HOLD to the said WILLIAM ADAMS, his heirs and assigns, forever.

And we do covenant with the said WILLIAM ADAMS, that we are seized in fee of the above described premises; that we have the right to sell and convey the same, that the said premises are free from all encumbrances; and that we will and our heirs, executors and administrators shall forever WARRANT AND DEFEND the same to the said WILLIAM ADAMS, his heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands and seals this \_\_\_\_\_ day of November, A. D., 1943.

L.S.

L.S.

THE STATE OF ALABAMA)

COUNTY OF BALDWIN ) I, \_\_\_\_\_ a Notary Public, within and for said County, in said State, do hereby certify that ARTHURENE SMITH and NORRIS SMITH, wife and husband, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me, on this day that being informed of the contents of the said conveyance, they executed the same voluntarily on the day the same bears date,

and I do further certify that on the \_\_\_\_\_ day of November, A. D., 1943, came before me the within named ARTHURENE SMITH, Known to me to be the wife of the within named NORRIS SMITH, who being examined separate and apart, from her husband in reference to her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, and official seal, this \_\_\_\_\_ day of November, A. D., 1943.

AFFIX SEAL.

Notary Public, Baldwin County, Alabama.

My Commission Expires:

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Alabama No. 8

## LEGAL PROCEEDINGS

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA  
IN EQUITY.

William Yancey and J. S. Mickelson,

Complainants,

VS.

No. 891.

Elvira Trione and Angelo Trione,

Defendants.

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NOTE: Begin with this sheet and by, adding as many additional sheets as are necessary, set forth abstract of legal proceedings, showing all essential features thereof.

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TO THE HONORABLE JUDGE F. W. HARE, JUDGE OF SAID COURT:

Your Complainants, William Yancey and J. S. Mickelson present this Bill of Complaint against Elvira Trione and Angelo Trione, Defendants and thereupon and shows unto your Honor and the Court as follows:

Your Complainants are both over the age of twenty-one and residents of Baldwin County Alabama and Defendants Elvira Trione and Angelo Trione are both over the age of twenty-one and residents of Daphne, Baldwin County, Alabama.

Your Complainants own, and is in the actual quiet and peaceable possession of the following described real estate situated in Baldwin County Alabama, to-wit:

From the Southwest corner of fractional Section 8 T 5 S R 2 E according to the survey of Silas Dinsmore, U. S. Deputy Surveyor run north 1121.5 feet for the point of beginning; thence west 2753 feet along the South line of Section 39 Charles Stuart grant thence north 416.5 feet; thence East 6303 feet; thence North 19.8 feet; thence East 478 feet; thence South 402.8 feet; thence west 3938 feet to the point of beginning.