

WARRANTY DEED

STATE OF ALABAMA)
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One Thousand Dollars to us in hand paid by William J. Newbold the receipt whereof is hereby acknowledged, We, Wm. O'Neal, a widower, Florence McAdam and P. W. McAdam, her husband, do grant, bargain, sell and convey unto the said William J. Newbold the following described lands situated in Baldwin County, Alabama, to-wit:

Start at a point 1664 $\frac{1}{4}$ feet south of the North West corner of Section Twenty (20) Township Five (5) South, Range Two (2) East, Thence run South on a variation of North, 4 deg. 16 min. East, 797.8 feet, thence run West on a variation of 4 deg. 30 min. East, 546 feet, thence run North on a variation of North 4 deg. 16 min. East, 797.8 feet, thence run East on a variation of 4 deg. 30 min. East, 546 feet to a starting point, containing 10 acres, subject to all legal highways and being in Section Nineteen (19) Township Five (5) South, Range Two (2) East.

To Have and to Hold to the said William J. Newbold his heirs and assigns forever.

And we do covenant with the said William J. Newbold that we are siezed 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 J. Newbold his heirs and assigns, against the lawful claims of all persons whomsoever

WITNESS our hand and seal this 5th day of April 1917.

(S) Wm. O'Neal L.S.

Florence McAdam
P. W. McAdam

D E E D

(P. W. McAdam to Wm. J. Newbold Cont'd)

CO-09-0020-418

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STATE OF ALABAMA)
BALDWIN COUNTY)

I, B. L. Randall, a Notary Public in and for said State and County, do hereby certify that Wm. O'Neal, a widower, Florence McAdam and P. W. McAdam, 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 said conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand this 5th day of April 1917

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 5th day of April 1917, came before me the within named Florence McAdam known to me to be the wife of the within named P.W. McAdam 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 this 5th day of April, 1917.

B. L. Randall
Notary Public, Baldwin County, Alabama.

THE STATE OF ALABAMA)
BALDWIN COUNTY)

Office of the Judge of
the Probate Court.

I, James M. Voltz, 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 16th day of April, 1917, at 1:50 o'clock P.M., and I further certify that the same is duly recorded in Record Book No. 25 NS page 573-74 and duly examined.
25

Witness my hand this 17th day of April, 1917

By Jas. M. Voltz, Judge of Probate Court.

CO-09-0020 -418

Florence McAdam and P. W.
McAdam,

To

H. W. Gillett and Nettie
Gillett, his wife.

Kind of Conveyance Warranty Deed.
Date of Conveyance April 26, 1921.
Date of Acknowledgment Same date.
Before Whom N. P. Baldwin County, Ala.
Grantor Married or Single Married.
Separate Acknowledgment of Wife Yes.
Before Whom Same official
Date of Filing for Record May 5, 1921.
Consideration, \$500.00
Recorded in Record Book 30NS Pages 608-9.

Conveys

Tp. 5S R. 2E Sec. 19.

From the Northeast corner of said Section nineteen, 1632 feet; thence West 2941 feet to the Northeast corner of the Normal School Campus lot; thence South six and one half degrees West, along the West boundary line of street called O'Neal Avenue 186 feet to point of beginning; thence South six and one half degrees West along West boundary of O'Neal Avenue 104 feet to an alley; thence West along said alley to the East boundary of alley 186 feet; thence North seven and one half degrees East along the East boundary of alley 102 feet; thence East 185 feet to point of beginning. 42/100 acres more or less, in Baldwin County, Alabama.

CO-09-0020-418

LEGAL PROCEEDINGS

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

FALL TERM, 1924.
No. 2073.

IN LAW.

Mobile Drug Company, a Corporation,
Plaintiff.

VS.

H. W. Gillett, Individually and trading as Gil-
lett and Company.
Defendant.

Recorded in Judgment Vol. 2, Page 119.

INDEXED.

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.

CERTIFICATE OF JUDGMENT.

I, T. W. Richerson, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that on the 24th day of November, 1924, a Judgment was rendered by said Court in the above stated cause, wherein Mobile Drug Company, a Corporation, was Plaintiff and H. W. Gillett, individually and trading as Gillett and Company, was Defendant, in favor of the said Plaintiff and against the said Defendant for the sum of Seventy eight and 40/100 Dollars, and also for the sum of Eleven Dollars the costs in said suit and that H. U. Feibelman, is the attorney of record for the Plaintiff in said cause.

Witness my hand this 24th day of November, 1924.

(SEAL)

(SIGNED)

T. W. Richerson
Clerk, Circuit Court, Baldwin
County, Alabama.

Filed for record November 27th 1924 at 4:30 A.M.

Recorded November 27th 1924.

G. L. Lambert, Judge of Probate.

THIS INSTRUMENT DOES NOT APPEAR TO BE RELEASED.

CO-09-0020-418

(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

Daphne Manufacturing Company, a corporation,

GRANTOR.

TO

H W Gillett and Nettie Gillett, his wife.

GRANTEE.

Mortgage Deed With Power of Sale.

Kind of Encumbrance

Date of Encumbrance May 31st 1921.

Date of Acknowledgment May 31, 1921.

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

Date Filed for Record June 8, 1921; 8AM.

Recorded in Mtg. Book No. 26, Page 62-63.

Consideration, \$ 3,500.00. See recital. When due

DESCRIPTION OF PROPERTY ENCUMBERED

KNOW ALL MEN BY THESE PRESENTS, That Daphne Manufacturing Company, a corporation, the mortgagor, in consideration of the sum of Thirty-five Hundred Dollars hereby acknowledged to have been paid to it by H W Gillett and Nettie Gillett, his wife, the mortgagees, does hereby grant, bargain, sell and convey unto the mortgagee all that real property in the county of Baldwin, State of Alabama, described as follows:

All of the certain lot or parcel of land in the village of Daphne, Baldwin County, Alabama, more particularly described as follows: Fractional Section Nineteen, Township Five South, Range Two East, of the Densmore Survey of Baldwin County, located and described as follows: Commencing at the south-east corner of said Section Nineteen, running thence north seventeen hundred fifty-two feet (1752) to a point, thence west along a fence which is the Southern boundary of O'Neal land, fifteen hundred twenty-nine feet to a point, thence north three hundred thirty-seven feet for a point of beginning and therefrom North six hundred eighty-six feet to a point, thence west six hundred thirty-five feet to a point, thence South six hundred eighty-six feet to a point, thence East six hundred thirty-five feet to the point of beginning, said tract containing ten acres and being formerly a part of the estate of the late James O'Neal.

Together with all and singular the rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining: To have and to hold the same unto the said mortgagees, their heirs and assigns forever.

REMARKS: (Copy of satisfaction)

FOR CANCELLATION OF THIS ENCUMBRANCE see Chancery Court Proceedings recited hereafter in this abstract.

Recorded in Mortgage Book 26, Pages 62-63, page 2.

Provided Always, and these presents are upon the express condition, that if the said Daphne Manufacturing Co., a Corporation shall well and truly pay to the said mortgagees the sum of Thirty-five hundred dollars, with interest thereon at the rate of eight per cent. per annum, payable according to the tenor and effect of those three certain promissory notes, bearing even date herewith and payable to the order of H W Gillett and Nettie Gillett at the banking house of the Daphne State Bank, on the dates and in the amounts as follows:

Interest Note on \$3500.00 due one year after date \$280.00

" " " \$3500.00 due two " " " \$280.00

Principal note 3500.00 " " " " " \$3500.00

And if the mortgagor shall perform all the covenants and agreements herein contained, then these presents shall be void; otherwise they shall remain in full force.

Provides in case of any default:

Sale in the City of Bay Minette, after 10 days notice in three different issues of any newspaper published in Bay Minette, Ala.;

Proceeds to apply: 1st to pay costs of sale and a reasonable atty., fee;
2nd, Principal & Interest & any other liens;
3rd, Balance if any to _____

In Witness Whereof, the Mortgagor, under and by virtue of the authority granted by a special meeting of its stockholders held at the office of the Company in Daphne, Alabama May 27th, 1921, called to consider the proposed execution of this mortgage, does hereby cause these presents to be executed by its President and Secretary at Daphne, Alabama, this the thirty-first day of May, Nineteen Hundred twenty-one.

(SIGNED) Daphne Manufacturing Co.,
By P W McAdam, (seal)
H W Gillett, Its Secretary.

State of Alabama,)

County of Baldwin) I, B L Randall, a notary Public in and for said County in said State, hereby certify that P W McAdam, President and H W Gillett, whose names are signed to the foregoing conveyance as President and Secretary respectively of the Daphne Manufacturing Company, a corporation 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, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this thirty-first day of May, 1921.

(seal)

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

CO-09-0020-418

Recorded in Mortgage Book 28, Pages 62-63, page 3.

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 430.)

(SIGNED) E W Gillett,
Nettie Gillett.

State of Alabama,

Baldwin County. I, James M Voltz, 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 and 1903, viz: \$5. cts 25.

Jas M Voltz, Judge of Probate,

By J L Kessler, Clerk.

Filed for record June 8th, 1921, at 8AM.

Recorded June 15th, 1921.

Jas M Voltz, Judge of Probate.

J. M. Blackmon

Crop & Chattel Mortgage.

To

Dated March 15, 1923.

No acknowledgment.

Filed March 26, 1923; 3:PM

P. E. Stanton.

Mtg. 28, page 260.

Cons: \$38.50

"Mortgages Crops and personal property and waives all right of exemption, etc, "as to the collection of this debt"; agrees to pay reasonable attorney's fee and other expenses of collection if not paid when due. P.E.Stanton may "seize and sell as he may deem best" the property conveyed if necessary to the collection of the debt.

Uncancelled.

J. M. Blackman

Crop & Chattel Mortgage.

To

Dated April 20, 1918.

No acknowledgment.

Filed April 23, 1918.

P. E. Stanton.

Mtg. 18, page 399.

Cons: \$24.75

Mortgages Crops and personal property and waives all right - etc -- and agrees to pay recording fee, "together with reasonable attorney's fee, and all other expenses incident to the collection of debt. Provides for seizure and sale at public auction at court house door, after posting written notice, etc.

his Uncancelled.

Signed: J M x Blackman

mark- - - - -

J. M. Blackman

Crop & Chattel Mortgage.

To

Dated March 10, 1922.

No acknowledgment.

Filed March 24, 1922; 8:AM.

P. E. Stanton.

Mtg. 26, pages 465-466.

Cons: \$57.00

Mortgages Crops and personal property and waives all right of exemption -- etc. Agrees to pay attorney's fees and costs of collection if unpaid when due. Mortgagee may seize and sell all personal property and apply proceeds to payment of mortgage.

Uncancelled.

J M Blackmon

Crop & Chattel Mortgage.

To

Dated March 15, 1923.

P. E. Stanton.

No acknowledgment.

Filed March 26, 1923;3:PM.

Mtg.28, pages 260-261.

Cons: \$38.50

Mortgages Crops and personal property and Agrees to waive all rights of exemption -- etc -- to pay attorney's fees and other expenses of collection and provides for seizure and sale of goods and chattels mortgaged.

Uncancelled.

J M Blackman

Crop & Chattel Mortgage.

To

Dated February 4, 1925.

P. E. Stanton.

No acknowledgment.

Filed February 17, 1925;8:30AM.

Mtg.31, page 657.

Cons: \$300.00

Mortgages Crops and personal property and waives all right of exemption -- etc. Agrees to pay reasonable attorney's fee and other expenses incident to collection of debt. Provides for seizure and sale Also agrees to pay recording fee. his

(Signed) J M x Blackman
mark

Uncancelled.

J M Blackman

Crop & Chattel Mortgage.

To

Dated October 24, 1925.

Baldwin County Bank.

Acknowledged October 24, 1925.

Filed November 21, 1925;3:PM.

Mtg.21, page 346.

Cons: \$142.00

Mortgages Crops and personal property with promissory notes of even date. Said notes contain waiver of exemption. Mortgage form provides for seizure and sale together with expenses incident thereto.

Signed: J M x Blackman
his
mark

Uncancelled.

his
J. M. x Blackman
mark

Mortgage Note.
Dated March 14, 1928.
No acknowledgment.
Filed March 29, 1928.
Mtg. 41, page 384.
Cons: \$118.50 Due Sept 1, 1928.

To

P. E. Stanton.
Crop & Personal Property, Waives all Exemptions.

Uncancelled.

his
J. M. x Blackman
mark

Mortgage.
Dated September 7, 1926.
Acknowledged September 7, 1926, before
NP Baldwin Co Ala.
Filed October 29, 1926.
Mtg. 21, page 374.
Cons: \$152.00 Due Dec 7, 1926.

To

Baldwin County Bank.
Crop & Personal Property, No waiver.

Uncancelled.

his
J. M. x Blackman
mark

Mortgage.
Dated December 14, 1929.
Acknowledged December 14, 1929.
NP Baldwin Co Ala.
Filed December 26, 1929; 2:PM.
Mtg. 21, Page 457.
Cons: \$75.00 Due Sept 1, 1930.

To

J. M. Hall.
Personal Property. Waiver in notes not recorded.

Uncancelled.

his
J. M. x Blackman
mark

Mortgage Note.
Dated March 8, 1930.
No Acknowledgment.
Filed March 11, 1930.
Mtg. 47, page 425.
Cons: \$30.00 Due Oct 1, 1930.

To

L. T. Rhodes.
Crop & Personal Property. Waiver.

Uncancelled.

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his
J. M. Blackman
mark

To

L. T. Rhodes.
Personal Property & Crop for 1930.

Mortgage.
Dated March 24, 1930.
Acknowledged March 24, 1930, before
NP Baldwin Co Ala.
Filed March 29, 1930; 3:PM.
48mtg, page 227.
Cos: \$564.30 Due, Oct. 1, 1930.

Uncancelled.

CO-09-0020-418

Daphne Manufacturing Company,
By Tax Collector,

INSTRUMENT
DATED
FILED

Tax Sale.
May 5, 1925.
May 5, 1925.

-To-

RECORDED

Sales Book No.6 Page 24.

J. F. Taylor

CONSIDERATION: \$39.02 ✓

CONVEYS:

Same description as set out in preceeding item.

NOTE:

The State of Alabama made a tax deed to J. F. Taylor for said lands sold for taxes on June 29th, 1927, but there has been no conveyance of the lands out of said Taylor and the lands were again sold for taxes for the taxes due for the year 1925.

-See item following-

Co-09-0020-418

Daphne Manufacturing Company,
By Tax Collector,

INSTRUMENT
DATED
FILED

Tax Sale.
May 24, 1926

-To-

RECORDED

Sales Book No.6 Page 95.

State of Alabama.

CONSIDERATION: \$50.97 ✓

CONVEYS:

Same description as set out in preceeding items.

NOTE:

On September 9th, 1928, Annie D. Baker made application to the State Auditor to buy said lands from the State

20-09-0020-418

Florence O. McAdam, by her
next friend, Peter W. McAdam,
COMPLAINANT,

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

IN EQUITY.

-Vs-

Lis Pendens #1 Page 30.

Daphne Manufacturing Company,
H. M. Gillett and Nettie Gillett,
RESPONDENTS,

TO WHOM IT MAY CONCERN

Notice is hereby given that the said Florence O. McAdam claims to own the following tract or parcel of land situated in Baldwin County, Alabama, more particularly described as follows, viz:

Fractional Section Nineteen Township Five South, Range Two East, of the Densmore Survey of Baldwin County, located and described as follows:

Commencing at the southeast corner of said section Nineteen, running thence north seventeen hundred fifty-two feet (1752) to a point, thence west along a fence which is the southern boundary of O'Neal land, fifteen hundred twenty-nine feet to a point, thence north three hundred thirty-seven feet for a point of beginning and therefrom north six hundred eighty-six feet to a point, thence west six hundred thirty-nine feet to a point, thence south six hundred eighty-six feet to a point, thence east six hundred and thirty-five feet to the point of beginning, said tract containing ten acres and being formerly a part of the estate of the late William O'Neal, and that she has asserted her title to the same in the foregoing suit.

Jessie F. Hogan &
S. C. Jenkins
Solicitors for Complainant.

Filed for record January 3rd, 1925 at 3 PM.
Recorded January 6th, 1925.

W. D. Stapleton, Judge of Probate.

Co-09-0020-418

Florence O. McAdam, by her
next friend, Peter W. McAdam,
Complainant,

IN THE CIRCUIT COURT OF BALDWIN,
COUNTY, ALABAMA.

IN EQUITY.

-Vs-

Daphne Manufacturing Company,
H. M. Gillett and Nettie Gillett,
Respondents,

Taken from file of Case No. 488.

SUMMONS TO APPEAR.

The Daphne Manufacturing Company, a Corporation, J. R. Hammett, Joe Pose, John O. Young, James Mershon, Mrs. E. A. Kemp, Miss E. Jardine, Clayton Baldwin and H. M. Gillett are summoned to appear within 30 days to answer to Bill of Complaint of Peter W. McAdam

Executed by service January 3rd, 1925 on H. M. Gillett as Secretary of the Daphne Mfg. Co., and a copy of within on H. M. Gillett. Service Jan 13 - 1925 on J. E. Gaston, Miss E. Jardine, Clayton Baldwin, John O. Young and J. R. Hammett.

By Wiggins, Depty Sheriff.

Service January 13, 1925 on Mrs. E. A. Kemp, and on January 21, 1925 served copy of within on Joe Pose.

By Sheriff.

CO-09-0020-418

Florence O. McAdam, by her
next friend, Peter W. McAdam,
Complainant,

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

IN EQUITY.

-Vs-

Daphne Manufacturing Company,
H. M. Gillett and Nettie Gillett,
Respondents,

Taken from file of Case No.488.

DECREE PRO CONFESSO

Defendants Mrs. E. Jardine, John O. Young, and Clayton Baldwin,
and Mrs. E. A. Kemp, failing to appear to answer Bill of Complaint
Court issues Decree Pro Confesso on Personal Service.

CO-09-0020-418

Florence O. McAdam, by her
next friend, Peter W. McAdam,
Complainant,

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

-Vs-

IN EQUITY.

Daphne Manufacturing Company
H. M. Gillett & Nettie Gillett,
Respondent,

FINAL DECREE

This cause coming on to be heard on the 13th day of February, 1928, on Bill of Complaint as last amended in this cause filed, and the answer of H. M. Gillett, Nettie Gillett, and the Daphne Manufacturing Company, Respondents; and also upon the testimony as noted by the Register; and Messrs Rickarby, Beebe & Hall having withdrawn their appearance for all of the Respondents, and the Respondents having made default at said hearing; and it appearing to the Court that the Plaintiff is entitled to the relief prayed for;

It is therefore ordered, adjudged and decreed that the deed heretofore executed by the said Florence O. McAdam and Peter W. McAdam upon towit, the 31st day of July, 1920, which purported to convey to the said Daphne Manufacturing Company that certain lot or parcel of land in the Village of Daphne, Baldwin County, Alabama, more particularly described as follows, viz: Being Fractional Section 19, Township 5 South, Range 2 East, of the Densmore Survey of Baldwin County, located and described as follows; Commencing at the Southeast corner of said Section 19, running thence North seventeen hundred and fifty-two feet to a point, thence West along a fence which is the South boundary of the O'Neal land fifteen hundred and twenty-nine feet to a point, thence North three hundred and thirty-seven feet for a point of beginning, and therefrom north six hundred and eighty-six feet to a point, thence West six hundred and thirty-five feet to a point, thence South six hundred and eighty-six feet to a point, thence east six hundred and thirty-five feet to the point of beginning, said tract containing ten acres, and being formerly a part of the estate of the late James O'Neal; be, and the same is hereby cancelled and declared null and void and of no effect and the said Daphne Manufacturing Company is hereby ordered to deliver up said deed to the said Florence O. McAdam.

It is further ordered, adjudged and decreed that that certain mortgage dated May 31, 1921, and recorded in Mortgage Book 26, Pages 62-63, Probate Records of Baldwin County, Alabama, executed by the said Daphne Manufacturing Company in favor of the said H. M. Gillett and Nettie Gillett be, and the same is hereby cancelled and declared to be null, void and of no effect; and the said H. M. Gillett and Nettie Gillett are hereby ordered to deliver up said mortgage to the said Florence O. McAdam.

-Continued-

IN THE CIRCUIT COURT OF BALDWIN COUNTY - FINAL DECREE - Sheet No.2.

It is further ordered, adjudged and decreed that the Register of this court shall hold a reference to ascertain what sums, if any, should be paid by the said Daphne Manufacturing Company, and the said H. M. Gillett and Nettie Gillett, or either of them, to the said Florence O. McAdam for the use of said lands; and to ascertain what sum or sums if any, have been derived by the said Daphne Manufacturing Company, H. M. Gillett and Nettie Gillett, or either of them, from the use of said lands.

It is further ordered, adjudged and decreed that the said H. H. Gillett and Nettie Gillett, or either of them, be perpetually enjoined from foreclosing said mortgage and from selling or attempting to sell said land under said mortgage.

It is further ordered, adjudged and decreed that the Register of this court shall file a certified copy of this decree in the Probate Court of Baldwin County, Alabama, for record.

It is further ordered, adjudged and decreed that the costs of this cause be taxed against the Respondents.

And this cause is retained for further orders in pursuance of this decree.

Ordered, adjudged and decreed this 13th day of February, 1928.

John D. Leigh, Judge of the Circuit Court,
Baldwin County, Alabama.

STATE OF ALABAMA)
BALDWIN COUNTY)

CIRCUIT COURT IN EQUITY

I, T. W. Richerson, Register of said Circuit Court of said County, Alabama, do hereby certify that the above is a full, true and correct copy of the decree rendered by said Court on the 13th day of February, 1928, in the cause of Florence O. McAdam, by her next friend, Peter W. McAdam, Complainant, vs., Daphne Manufacturing Company, H. M. Gillett and Nettie Gillette, Respondents, as appears of record in said Court.

Witness my hand and the seal of said Court, this the 2nd day of March, 1928.

(SEAL)

T. W. Richerson, Register.

Filed February 1st, 1928, T. W. Richerson, Register.
Filed for record March 3rd, 1928 - 3:43 PM.
Recorded March 7th, 1928.

The Federal Land Bank of New Orleans TRANSFERS OF TITLE

H. W. Gillett and Nettie Gillett,
his wife,

GRANTOR

TO

J. W. Collins.

GRANTEE

Kind of Conveyance Warranty Deed.
 Any Reservation to Grantor None.
 Date of Conveyance January 30, 1925.
 Date of Acknowledgment January 30, 1925.
 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 February 25, 1925; 11:30AM.
 Recorded in Deed Book No. 35NS, Page 474.
 Dower or Homestead Conveyed Properly Yes.
 Is it Properly Indexed? Yes.
 Are Names of All Signers in Body of Conveyance? No.
 Consideration \$ 3,000.00. Is it Paid? Yes.
 None.
 WITNESS } _____

DESCRIPTION OF PROPERTY CONVEYED INDEXED.

RECITES:-

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

WARRANTY DEED.

STATE OF ALABAMA,)
BALDWIN COUNTY.)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Three thousand and no/100 Dollars to us in hand paid by J. W. Collins, the receipt whereof is hereby acknowledged we, do grant, bargain, sell and convey unto the said J. W. Collins the following described lands situated in Baldwin County, Alabama, to-wit:

Piece or parcel of land in section Nineteen, township five South, range two East of the Densmore survey of Baldwin County, Alabama, belonging to Mrs. Florence McAdam; From the Northeast corner of said section Nineteen 1632 feet South; Thence West 2941 feet to the Northeast corner of the Normal School Campus lot; Thence South six and one half degrees West, along the West boundary line of street called O'Neal Avenue 166 feet to point of beginning; Thence South six and one half degrees West along the West boundary of O'Neal Avenue 104 feet to an Alley; Thence West along said Alley to the East boundary of Alley 166 feet; Thence North seven and one half degrees East along east boundary of Alley 102 feet; Thence East 185 feet to point of beginning 42/100 acre more or less.

Recorded in Deed Book No. 35NS, Page 474, page 2.

Also, a piece or parcel of land in same county, township and section, described as follows: From Northeast corner said section nineteen, run South 1632 feet to School Street, thence West along said street 1901 feet for point of beginning: Thence from a fence corner on the south boundary of said street, South two degrees West 144 feet; Thence West 50 feet to a corner; Thence North 43 feet to a Corner; Thence West 58 feet to a corner; Thence North to the South boundary of School street 101 feet; Thence East along the South boundary of School Street 109 feet to point of beginning. Said lot contains 29/100 acre, more or less.

TO HAVE AND TO HOLD to the said J. W. Collins, his heirs and assigns forever.

And we do covenant with the said J. W. Collins that we are 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 J. W. Collins, his heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands and seals this 30th day of January 1925.

WITNESSES: (SIGNED) H. W. Gillett L. S.
Nettie Gillett L. S.

(\$5.00 U S I R Stamp attached.)

INDEXED

STATE OF ALABAMA,) I, W. C. Beebe a Notary Public in and for said State and
BALDWIN COUNTY.) County, do hereby certify that H. W. Gillett and Nettie C
Gillett whose names 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 said conveyance they executed the same voluntar-
ily on the day the same bears date.

Given under my hand and seal, this 30 day of January 1925.

(SEAL) (SIGNED) W. C. Beebe
Notary Public, Baldwin Co. Ala.

STATE OF ALABAMA,)
BALDWIN COUNTY.) I, W. C. Beebe a Notary Public in and for said State and
County, do hereby certify that on the 30 day of January
1925, came before me the within named Nettie Gillett, known to me to be the
wife of the within named H. W. Gillett, who being examined separate and
apart from the 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 30 day of January 1925.

(SEAL) (SIGNED) W. C. Beebe
Notary Public, Baldwin County, Ala.

STATE OF ALABAMA,)
BALDWIN COUNTY.) I, W. D. Stapleton, Judge of Probate for said County here-
by certify that the following privilege tax has been paid
on the within instrument as required by acts 1923. Viz.

\$5 Cts. 00. W. D. Stapleton, Judge of Probate.

Filed for record February 25th 1925 at 11:30 A.M.

Recorded February 26th 1925.

W. D. Stapleton, Judge of Probate.

The Federal Land Bank of New Orleans
TRANSFERS OF TITLE

Daphne Manufacturing Co., by Judge
of Probate of Baldwin Co Ala.,

GRANTOR

TO

J. F. Taylor.

GRANTEE

Kind of Conveyance County Tax Deed.
Any Reservation to Grantor See recital.
Date of Conveyance June 29, 1927.
Date of Acknowledgment June 29, 1927.
Before Whom Clk Cir Ct Baldwin Co Ala., (S).
Grantor Married or Single County Officer.
Separate Acknowledgment of Wife - - - - -
Before Whom - - - - -
Date of Filing for Record June 29, 1927:11:30PM.
Recorded in Deed Book No. 41NS, Page 496-497.
Dower or Homestead Conveyed Properly ?
Is it Properly Indexed? Yes.
Are Names of All Signers in Body of Conveyance? As shown above.
Consideration \$ 39.02/ Is it Paid? Yes.
WITNESS } None.

DESCRIPTION OF PROPERTY CONVEYED

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

JUDGE OF PROBATE'S DEED TO PURCHASE AT TAX SALE OF LAND ASSESSED BY OWNER.
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 1924 and the Board of Revenue levied taxes thereon for county purposes for said year; and

WHEREAS, Said land was returned for taxation by Daphne Manufacturing Co. for said year 1924, and

WHEREAS, The certificate of assessments was made in accordance with Section 18 of the Revenue Code 1923; and

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, 1923, that he was unable to collect said taxes without sale of said land; and

WHEREAS, The Probate Court at the April 1925 Term rendered decree ordering sale of said land for the payment of said taxes, fees, charges costs and expenses of sale; and

CO-09-0020-418

Deed Book 41NS, Pages 496-497, page 2.

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 26th day of May 1925, between 10 o'clock A. M. and 4 O'clock P.M., in front of said Court House, which notices described said land and stated the amount for which the Probate's Court's decree had been rendered against same, and that said taxes had been assessed to Daphne Manufacturing Co; 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 J. F. Taylor who was the highest bidder, for \$39.02, 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 Daphne Manufacturing Co. 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 J. F. Taylor the purchaser,

NOW, THEREFORE, I G. W. Humphries, 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 J. F. Taylor all the right, title and interest of said Daphne Manufacturing Co. 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:

Begin at SE corner Sec. 19 T 5 S.R 2 E. run N. 1752 ft. W. 1529 ft. N. 337 ft. for beginning thence N 686 ft. W 635 ft. S 686 ft. E 635 ft to beginning Sec. 19 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 J. F. Taylor 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 29 day of June A.D. 1927

(SIGNED) G. W. Humphries, Judge of Probate,
Baldwin County.

CO-09-0020-418

Deed Book 41NS, Pages 496-497, page 3.

STATE OF ALABAMA. I, T. W. Richerson in and for said County in said State
BALDWIN COUNTY. hereby certify that G. W. Humphries, 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 the conveyance he executed the same voluntarily on the day the
same bears date.

Given under my hand this the 29 day of June A.D. 1927.

(SEAL)

(SIGNED) T. W. Richerson, Clerk of Circuit Court,
Baldwin County, Alabama.

STATE OF ALABAMA.

BALDWIN COUNTY. I, G. W. Humphries, Judge of Probate for said county here-
by certify that the following privilege tax has been paid
on the within instrument as required by acts 1923 § cts 50
G. W. Humphries, Judge of Probate,
by J. L. Kessler, Clerk.

Filed for record June 29th., 1927 at 11:30 P.M.

Recorded June 30th., 1927

G. W. Humphries, Judge of Probate.

10-09-0020-418

(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

Margaret L. Burns and Thos. J. Burns, her husband,

GRANTOR.

TO

Cornelia Hall.

GRANTEE.

Mortgage Deed With Power of Sale.

Kind of Encumbrance

Date of Encumbrance December 4, 1930.

Date of Acknowledgment December 8, 1930.

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

Date Filed for Record December 26, 1930; 3:50PM.

Recorded in Mtg. Book No. 39, Page 367.

Consideration, \$ 500.00. When due June 4, 1931.

DESCRIPTION OF PROPERTY ENCUMBERED

THE STATE OF ALABAMA,) KNOW ALL MEN BY THESE PRESENTS, That whereas, the un-
BALDWIN COUNTY.) dersigned Margaret L. Burns and Thos. J. Burns, her
husband; are justly indebted to Cornelia Hall in the
sum of Five hundred & NO/100 Dollars, evidenced by Our promissory note dated
December 4th, 1930 and payable to Cornelia Hall, on the 4th day of June 1931
with interest from date at the rate of eight per cent per annum and whereas,
the said Margaret L. Burns and Thos. J. Burns, her husband, are desirous of
securing the prompt payment of said note when the same fall due. Now, there-
fore, in consideration of said indebtedness, and to secure the prompt payment
of the same at maturity, the said Margaret L. Burns and Thos. J. Burns have
bargained and sold, and we do hereby grant, bargain, sell and convey unto
the said Cornelia Hall All of my undivided interest in and to the following
described real estate, situated in Baldwin County and State of Alabama, to-
wit: Northwest quarter of Southwest quarter of Section Nine, Township five
South, Range two East, containing forty acres, more or less; and also, that
certain piece, parcel or tract of land described as follows, to-wit: Commen-
cing at a point East 32/100 chains from a point 25/100 chains North from the
dividing line between W. L. Howard and lands formerly owned by William Mc-
Millan, at an iron bolt from which bears East 34/100 chains a Turkey Oak mar-
ked with a cross; North 68° East 2; /100 chains a Black Jack marked with a
cross, running thence East six and 67/100 chains, thence North two & 09/100
chains, thence West six & 67/100 chains to the County Road, thence South two
& 09 1/2 /100 chains to the place of beginning, containing one and 39/100 acres,
more or less, in Sections eighteen and nineteen Township 5 South, Range 2

REMARKS: (Copy of satisfaction)

Recorded in Mortgage Book 39, Page 367, page 2.

East, and being same land described in deed dated April 3, 1873, and recorded in Deed Book J, Pages 770-772, Baldwin County Alabama records, also that lot of land lying upon the Eastern shore of the Bay of Mobile, in Baldwin County, Alabama, beginning at a stake at the Southwest corner of said lot which stands on the East side of the County Road and 154 and 75/100 feet Northwardly along said Road from the South line of lands now occupied by Wm. L. Howard, thence North 2° 30' East two hundred and eight & 70/100 feet, or one acre front on the County Road, thence East 417.4 feet to the Northeast corner; thence South 2° 30' West 208 and 70/100 feet to the S. E. Corner; thence West to the place of beginning, together with all the buildings, improvements and appurtenances to the same belonging, and being the same land conveyed to William McDonnell by the widow and children of Dr. C. M. France, deceased, as per deed dated May 17, 1879 and recorded in Deed Book L, Pages 175-6 and by William McDonnell to Margaret McDonnell as per deed dated June 2, 1879 and recorded in Deed Book L, Pages 183-184, and by Margaret McDonnell to Alice McDonnell as per deed dated April 7, 1893 and recorded in Deed Book S, Pages 510-511, all in the records of Baldwin County, Alabama, as are on file in the office of the Judge of Probate of Baldwin County; it being the intention of the parties of the first part to convey by this instrument all interest in any real property owned by them in the County of Baldwin, State of Alabama, to the mortgagor herein named.

warranted free from all incumbrance and against any adverse claims.

TO HAVE AND TO HOLD, The above granted premises unto the said Cornelia Hall, her heirs and assigns forever. And for the purpose of further securing the payment of said note we do hereby agree to pay all the taxes and assessments when imposed legally upon said premises, and should we make default in the payment of same, said Cornelia Hall may at her option pay off the same; all amounts so expended by Cornelia Hall shall become a debt to Cornelia Hall additional to the indebtedness, hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said Cornelia Hall and be due and payable at the maturity of the above described note.

UPON CONDITION, HOWEVER, That if the said Margaret L. Burns and Thos. J. Burns pay said note and reimburse said Cornelia Hall for any amount she may have expended as taxes and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Cornelia Hall or should said note, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Cornelia Hall, her heirs or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Cornelia Hall, her heirs agent or assigns, shall be authorized to take possession of the premises hereby conveyed, and after giving sixteen day's notice, by publication once a week, for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published in said County and State, to sell the same in front of the Court House door of said County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to

Recorded in Mortgage Book 39, Page 367, page 3.

the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereon; Third, to the payment of said note in full whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of sale, and Fourth, the balance, if any, to be turned over to the said Margaret L. Burns and Thos. J. Burns And we further agree, that said Cornelia Hall, her heirs agent or assigns, may bid at said sale and purchase said property, if the highest bidder thereof; and we further agree to pay a reasonable attorney's fee to said Cornelia Hall, her heirs, agent or assigns, for the foreclosure of this mortgage in chancery. Should same be foreclosed said fee to be part of the debt hereby secured.

Witness Our hands and seal this the 4th day of December A.D., 1930.

WITNESS: Margaret L. Burns SEAL
Thos J Burns SEAL

THE STATE OF ALABAMA,)
Mobile County.)

I, W. F. Mandrell a Notary Public in and for said County, in said State, hereby certify that Margaret L. Burns and Thos. J. Burns, her husband whose names 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 same bears date.

Given under my hand and official seal this 8th day of December A.D., 1930.

SEAL W. F. Mandrell
Notary Public, Mobile County, Alabama.

THE STATE OF ALABAMA,)
Mobile County.)

I, W. F. Mandrell, Notary Public in and for said County, in said State, hereby certify that on the 8th day of December 1930, came before me the within named Margaret L. Burns known to me to be the wife of the within named Thos. J. Burns, 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, constraint, or threats on the part of the husband.

In witness whereof, I hereunto set my hand and official seal, this 8th day of December A.D., 1930.

SEAL W. F. Mandrell
Notary Public, Mobile County, Alabama.

THE STATE OF ALABAMA)
BALDWIN COUNTY)

PROBATE COURT.

Filed in office this 26 day of Dec. 1930 3:50 PM and duly recorded in Mtg Book No. 39 pages 367; and I certify that \$-- cts 75 license or privilege tax, paid as required by an Act of the Legislature, approved August 22, 1923. G W Humphries, Judge of Probate, By J L Kessler Clk.

CO-09-0020-418

Mrs. Florence McAdam, by
Tax Collector,

INSTRUMENT
DATED
FILED

Tax Sale.
September 1, 1933.

-To-

RECORDED Sales Book #10 Page 261.

Delinquent Docket #30, Page 168.

State of Alabama,

CONSIDERATION; \$21.20

CONVEYS:

Begn at SE cor sec 19, t 5 s r 2 e, run N. 1252 ft, W. 1529
ft. N. 337 ft. for begn cor. thence N. 686 ft. W. 635 ft. S. 686 ft.
E. 635 ft. to begn sec 19, t 5 s r 2 e, Taxes, fees and costs 21.20

(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

J W Collins and wife,

Mortgage Deed With Power of Sale.

Kind of Encumbrance

Date of Encumbrance September 15, 1933.

Date of Acknowledgment September 15, 1933.

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

Date Filed for Record September 20, 1933; 8AM.

Recorded in Mtg. Book No. 57, Page 178.

Consideration, \$ 1,150.00 60 days after date. When due

TO

GRANTOR.

Citronelle State Bank.

GRANTEE.

DESCRIPTION OF PROPERTY ENCUMBERED

INDEXED.

"all real estate in Baldwin County, Alabama, as follows:

A piece or parcel of land in section nineteen, township five South, range two East, beginning from the northeast corner of said section 19, run south 1632 feet to School Street, thence west along said street 1901 feet for point of beginning, thence from a fence corner on the south boundary of said street, south two degrees west 144 feet, thence west 50 feet to a corner, thence North 43 feet to a corner, thence west 56 feet to a corner, thence north to the south boundary of School street 101 feet, thence East along the south boundary of School street 109 feet to point of beginning, said lot contains 29/100 acres, more or less, with all improvements, including nice residential property. This property to be insured at all times for not less than \$1200. with loss payable to said bank, failure to keep said fire insurance in force causes this mortgage to become due, - - - - -

Provides for foreclosure after 3 consecutive weekly notices published in any newspaper published in Baldwin County, Alabama,

- Proceeds, 1, to pay costs of sale including a reasonable Attorney fee;
- 2, To pay Mortgage and any sums advanced;
- 3, Balance if any to Mortgagor.

MARGINAL NOTE:- For P/Atty see Misc Book 4 Page 206.

Cancellation written on face of Page 178:-

This instrument and the note and debt secured thereby having been paid in full, the same is hereby cancelled and discharged of record, this 4 day of Feby A D 1936.

REMARKS: (Copy of satisfaction)

G. W. Robertson
Judge of Probate,
By J L Kessler, Clk.

Citronelle State Bank
by G W Humphries
Its Atty-in-fact.

CO-09-0020-418

Recorded in Miscellaneous Vol. 4, Page 206.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Citronelle State Bank of Citronelle, Ala., have made, constituted and appointed and by these Presents, do make, constitute and appoint Judge G. W. Humphries of Bay Minette, Ala, true and lawful attorney for it in its name, place and stead:

To cancel of record in Baldwin County, Alabama, mortgage of J. W. Collins and Mrs. J. W. Collins dated September 15th, 1933 and recorded Sept. 20, 1935, in Mtge, book 57 page 178.

giving and granting our said attorney full power and authority in the premises to do, execute, perform, fulfill and conclude for us and in our name and stead, all and singular acts, matters and things whatsoever, which shall be expedient and necessary, concerning the premises in as simple a manner as we might do if personally present.

Hereby ratifying and confirming all that our said attorney shall lawfully do by virtue hereof in the premises.

In testimony whereof we have hereunto set our hand and seal this 11th day of January, 1936.

(SIGNED) CITRONELLE STATE BANK,
CITRONELLE, ALA. (L.S.)
BY: W.F.HOLDER, PRESIDENT (L.S.)

Subscribed and sworn to before me
this the 11th day of January, 1936.

AUDREY POWELL, Notary Public.

Filed for record Jan. 13, 1936 at 8 A.M.,
recorded Jan. 16, 1936.

INDEXED.

G.W.Robertson, Judge of Probate.

CO-09-0020-418

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

J. W. Collins & wife Mary Collins,

Mortgage Deed with Power of Sale.
Kind of Encumbrance

Date of Encumbrance December 18, 1935.

Date of Acknowledgment December 18, 1935.

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

Date Filed for Record January 8, 1936; 2:30PM.

Recorded in Mtge. Book No. 65. Page 356-357.

Consideration, \$ 1,140.00 When due 1 to 12 mo after date.

TO GRANTOR.

Citronelle State Bank.

GRANTEE.

RECITES:-

DESCRIPTION OF PROPERTY ENCUMBERED
MORTGAGE DEED WITH POWER OF SALE.

INDEXED.

STATE OF ALABAMA
BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS: That J. W. Collins & wife Mary Collins, hereinafter called Mortgagors, in consideration of the sum of ELEVEN HUNDRED FORTY DOLLARS, to them in hand paid by Citronelle State Bank hereinafter called Mortgagee, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said mortgagee, its heirs assigns forever, all

All real extate in Baldwin County, Alabama, as follows:

A Piece or parcel of land in section 19, township 5 south, range 2 east, beginning from the northeast corner of said section 19, running south 1632 feet to School street, thence west along said street 1901 feet for point of beginning, thence from a fence corner on the south boundry, of said street, so south 2 degrees west 144 feet, thence west 50 feet to a corner, thence North 43 feet to a corner, thence west 56 feet to a corner, thence north to the South boundry of school street 101 feet, thence east along the south boundry of school street 109 feet to point of beginning, said lot containing 29/100 acres, more or less, including all improvements thereon, including a nice residential property and this property to be insured at all times against fire and to made for not less than \$1200.00 and failure to maintain said amount of insurance on said property causes the mortgage to become due and payable.

Marginal Note: For P/atty see Misc. Book 4 Page 294.

REMARKS: (Copy of satisfaction) NOTE WRITTEN ACROSS FACE OF THIS MORTGAGE:-
This agreement and the note and debt secured thereby having been paid in full, the same is hereby cancelled and discharged of record, this 15 day of January 1937 Citronelle State Bank
by G.W. Robertson,

Page No. _____
Witness
Herbert Weston

Judge of Probate Attorney in fact.

CO-09-0020-418

Recorded in Mortgage Book No. 65, Pages 356-357, page 2.

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. PROVIDED ALWAYS, and these presents are upon the express condition that if the said mortgagors, shall well and truly pay to the mortgagee, Their 12 promissory note bearing even date aggregating \$1140.00 payable from one to twelve months after date, and shall also discharge all the duties imposed upon said mortgagee, by this mortgage, then these presents shall become void, otherwise to remain in full force.

In event of default in the payment at maturity of said mortgage debt, or any amount secured hereby, mortgagee is hereby authorized to sell said property, at auction, for cash, after giving notice by advertisement, once a week for three consecutive weeks in any newspaper then published in Baldwin County, Ala., to make proper conveyance to purchaser, and the proceeds of said sale to apply first, to the payments of the costs of said sale, including a reasonable attorney's fee; second to the payment of said mortgage debt and any sums herein provided for, the balance, if any, to be paid over to the said mortgagor. Mortgagee may purchase said property at such sale, and in that event, the auctioneer conducting the sale is authorized in the name of the mortgagor and as their attorney in fact, to make deed to mortgagee. Mortgagor agrees to pay such reasonable attorney's fees as may be incurred by the mortgagee, in the collection of said Mortgage debt, or otherwise by reason of any default on the part of the mortgagors. Mortgagor covenants that they are seized in fee simple of said property, that it is free from all encumbrances, that they will warrant the same to mortgagee, and to the purchaser thereof, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said mortgagor have hereunto set their hand and seal this 18th day of December, A.D. 1935.

(SIGNED) J. W. COLLINS (SEAL)
MRS. MARY COLLINS (SEAL)

THE STATE OF ALABAMA
BALDWIN COUNTY

I, Kathleen Sirmon, a Notary public in and for said county and state, hereby certify that J. W. Collins and wife Mary Collins whose name 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 18th day of December, 1935.

(SIGNED) KATHLEEN SIRMON

INDEXED.

CO-09-0020-418

Recorded in Mortgage Book No. 65, Pages 356-357, page 3.

THE STATE OF ALABAMA I, Kathleen Sirmon, a notary public in and for said
BALDWIN COUNTY county and state, do hereby certify that on the 18th
day of December, 1935, came before me the within named
Mary Collins, Known to me to be the wife of the within named J. W. Collins,
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
the husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 18th
day of December, 1935

SEAL.

(SIGNED) KATHLEEN SIRMON

STATE OF ALABAMA PROBATE COURT
BALDWIN COUNTY

Filed in office this 8 day of Jan. 1936 at 2:30 P.M. and duly recorded in
Mortgage Book 65; Page 356-7; and I certify that \$1 cts 80 Mortgage 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 -

INDEXED.

CO-09-0020-418

Recorded in Miscellaneous Book 4, Page 294, pa

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS; That Citronelle State Bank, Citronelle, Ala. of - - - have made, constituted and appointed and by these Presents, do make, constitute and appoint Judge of Probate of Bay Minette Ala. true and lawful attorney for us and in our name, place and stead:

To cancel of record mortgage of J. W. and Mary Collins dated December 18, 1935 to Citronelle State Bank and recorded Jan. 8 1936 in Mtge. Book 65, pages 356-7 of the records of Baldwin County, Ala.

Giving and granting our said attorney full power and authority in the premises to do, execute, perform fulfill and conclude for us and in our name and stead, all and singular, acts, matters and things whatsoever, which shall be expedient and necessary, concerning the premises in as ample a manner as we might do if personally present. Hereby ratifying and confirming all that our said attorney shall lawfully do by virtue hereof in the premises;

In testimony whereof we have hereunto set our hand and seal this 5th day of January, 1937

(SIGNED) Citronelle State Bank, Citronelle, Ala.
D. F. HOLDER (L.S.) PREST.

Sworn and subscribed to before
me this the 5th day of Jan. 1937
AUDRY SOWELL, Notary Public
SEAL.

Filed for record Jan. 6, 1937 at 3:45 P.M.,
recorded Jan. 12, 1937.

G. W. Robertson, Judge of Probate.

INDEXED

CO-09-0020-418

STATE AND COUNTY TAXES.

1936. Tax Assessors Book Vol. 1, Beat 8, Page 74. J W Collins.
Lot 10 Est o'neal addn to Daphne (AND OTHER LAND)
Marked Pd.

1937. Tax Assessors Book. Vol. 1, Beat 8, Page 85. J.W.Colliers.
Also a piece or parcel of land in same county, township and section, described as follows;
From Northeast corner said section nineteen, run South 1632 feet to School Street, thence West along said street 1901 feet for point of beginning; Thence from a fence corner on the south boundary of said street, South two degrees West 144 feet; thence west 56 feet to a corner; thence north to the South boundary of school street 101 feet; thence East along the South boundary of school Street 109 feet to point of beginning. Said lot contains 29/100 acres, more or less. Being lot 10 O'Neal Estate (AND OTHER LANDS)
Marked Pd.

1938. Tax Assessors Book. Vol. 1, Beat 8, Page 86. J H Collier.
Lot 10 O'Neal Est (AND OTHER LAND)
Marked Paid

1939. Tax Assessors Book. Vol. 1, Beat 8, Page 113. Mrs W A Culpepper.
Lot 10 O'Neal Est.
Marked Paid.

1940. Tax Assessors Book. Vol. 1, Beat 8, Page 119. Mrs W A Culpepper.
Lot 10 O'Neal Est.
Marked Paid.

1941. Tax Assessors Book. Vol. 1, Beat 8, Page 119. Mrs W A Culpepper.
Lot 10 O'Neal Est.
Paid.

1942. Tax Assessors Book Vol. 1, Beat 8, Page 137. Mrs W A Culpepper.
Lot 10 O'Neal Est.
NOT DUE UNTIL Oct. 1, 1942.

INDEXED.

CO-09-0020-418

CAPTION

ABSTRACT OF TITLE
OFLands of MARY JENNETT DE GRUY,IN BALDWIN

County, State of Alabama

DESCRIPTION

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

From the North West corner of Section twenty, Township Five South, Range Two East, run South along the Section Line sixteen hundred and thirty seven (1637) feet, thence run West twenty five hundred and fifty six (2556) feet to the North East corner of the Normal School block, thence run South six degrees and thirty minutes West four hundred and forty two (442) feet to a corner, thence run South seven degrees and thirty minutes West three hundred and thirty eight and one half (338.5) feet to the point of beginning of this survey, Thence run West two hundred and forty eight (248) feet to a point on the East side of O Neal Avenue, thence South seven and one half degrees West one hundred feet along East side of O'Neal Ave., to a corner, thence run East two hundred and forty eight (248) feet to a corner, thence run North seven and one half degrees East one hundred (100) feet to the point of beginning of Survey.

Above tract of land containing fifty seven hundredths acres.

ABSTRACT NO. 585.

Total acreage of captioned property _____

Exceptions and Reservations:

The Federal Land Bank of New Orleans
TRANSFERS OF TITLE

Florence McAdam, a widow,

GRANTOR

TO

Mary Jennett De Gruy.

GRANTEE

Kind of Conveyance Warranty Deed.
 Any Reservation to Grantor None.
 Date of Conveyance February 21, 1935.
 Date of Acknowledgment February 21, 1935.
 Before Whom NP Baldwin Co Ala., (S), Com. Ex.
July 10, 1937. Grantor Married or Single Single.
 Separate Acknowledgment of Wife - - - - -
 Before Whom - - - - -
 Date of Filing for Record March 20, 1935; 8:20AM.
 Recorded in Deed Book No. 56NS, Page 538.
 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 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

DEED WITH WARRANTY

THIS INDENTURE, Made the 21st day of February 1935, between Florence McAdam, a widow, parties of the first part, and Mary Jennett De Gruy, party of the second part: Witnesseth, that the parties of the first part in consideration of one dollar and other considerations of value hereby acknowledged to have been paid the parties of the first part by the party of the second part, do grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all the real property in Baldwin County, Alabama, described as follows;

From the North West corner of Section twenty, Township Five South, Range Two East, run South along the Section Line sixteen hundred and thirty seven (1637) feet, thence run West twenty five hundred and fifty six (2556) feet to the North East corner of the Normal School block, thence run South six degrees and thirty minutes West four hundred and forty two (442) feet to a corner, thence run South seven degrees and thirty minutes West three hundred and thirty eight and one half (338.5) feet to the point of beginning of this survey, thence run West two hundred and forty eight (248) feet to a point on the East side of O'Neal Avenue, thence South seven and one half degrees West one hundred feet along East side of O'Neal Ave., to a corner, thence run East two hundred and forty eight (248) feet to a corner, thence run North seven and one half degrees East one hundred (100) feet to the point of beginning of Survey.

Above tract of land containing fifty seven hundredths acres.

CO-09-0020-418

Recorded in Deed Book 56NS, Page 538, page 2.

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

And Florence McAdam for her heirs, the said described premises and appurtenances, will forever Warrant and Defend unto the said party of the second part, her heirs and assigns, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, The said parties of the first part has hereunto set her hand and seal the day and year above written.

Signed, sealed and delivered (SIGNED) FLORENCE MC ADAM (SEAL)
in the presence of

STATE OF ALABAMA) I, Kathleen Sirmon, in and for said State and County, do
BALDWIN COUNTY) hereby certify that Florence McAdams, 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 said conveyance she executed the same voluntarily on the day
the same bears date.

Given under my hand and seal, this 21st day of February, 1935.

SEAL (SIGNED) Katalleen Sirmon, Notary Public,
Baldwin County, Alabama.

My Commission expires July 10, 1937.

Filed in office this 20 day of Mar. A.D. 1935, at 8:20 A.M. and duly re-
corded in Deed Book 56 N.S. at page 538 and I certify that \$0000, cts. 50
Deed tax has been paid as required by law. G.W.Robertson, Judge of Pro-
bate, by J.L.Kessler, Clerk. G.W.Robertson, Judge of Probate.

CO-09-0020-418

STATE AND COUNTY TAXES.

Tax Assessors Book. Year 1940, Beat 8, Page 137. Mary Jennett De Gruy.

From NW cor - Sec. 20 - 5-2- run S. along Sec line 1637 ft - Thence run W. 2556 ft - to NE Cor - of Normal school Block Thence S. $6^{\circ}30'$ W 442 ft to a Cor. Thence S. $7^{\circ}30'$ W. 338.5 ft to pt of begn This Survey. Thence run W. 248 ft - to a pt - on E. side O'Neal ave. Thence S $7\frac{1}{2}^{\circ}$ W 100 ft - Along E. Side O'Neal ave - to a cor - Thence run E. 248 ft. to a Cor, Thence N. $7\frac{1}{2}^{\circ}$ E. 100 ft - to pt begin S 19 T 5 R 2 57/100 Acres

Marked PAID.

Balance of Taxes Erroneous description.

The Federal Land Bank of New Orleans
TRANSFERS OF TITLE

Mrs. Florence McAdams (Widow),

GRANTOR

TO

Mrs. Rudolph Klaas, Jr.

GRANTEE

Kind of Conveyance Warranty Deed.
 Any Reservation to Grantor None.
 Date of Conveyance September 8, 1938.
 Date of Acknowledgment September 8, 1938.
 Before Whom JPeace Baldwin Co Ala., (S).
 Grantor Married or Single Single.
 Separate Acknowledgment of Wife - - - - -
 Before Whom - - - - -
 Date of Filing for Record September 21, 1938; 2AM.
 Recorded in Deed Book No. 65NS, Page 539-540.
 Dower or Homestead Conveyed Properly Yes.
 Is it Properly Indexed? Yes.
 Are Names of All Signers in Body of Conveyance? As shown above.
 Consideration \$ 150.00. Is it Paid? Yes.
Howard Gaillard J.P.
 WITNESS }

DESCRIPTION OF PROPERTY CONVEYED

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

THIS INDENTURE, made the 8th day of September 1938, between Mrs. Florence McAdams (Widow) of the first part, and Mrs. Rudolph Klass, Jr. of the second part: Witnesseth, that the party of the first part, in consideration of One Hundred Fifty (\$150.00) Dollars, hereby acknowledged to have been paid the party of the first part by the party of the second part, ~~has granted~~ Bargain, sell and convey unto the said party of the second part, her heirs and assigns, all that real property in Beat 8, Baldwin County, State of Alabama described at follows:

From the N.W. corner of Section 20 T-5-S of R-2 E running south on the Section Line 2724 feet to the intersection of said Section Line or centerline of paved Highway and the south side of a 30 ft. road known as McAdam Street. From the centerline of paved Highway run West 1305 feet along south side of said 30 ft. road to a point of beginning. Thence run West 300 ft. thence South 330 ft. thence East 300 ft. thence North 330 ft. to the point of beginning.

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

And the said Mrs. Florence McAdams for herself and her heirs, the said described premises and appurtenances, will forever Warrant and Defend unto the said party of the second part, her heirs and assigns, against the lawful claims of all persons whomsoever.

Co-09-0020-418

Recorded in Deed Book 65NS, Pages 539-540, page 2.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered (SIGNED) FLORENCE McADAM SEAL

in the presence of
Howard Gaillard J.P.

SEAL

.50¢ USIR Stamp attached.

THE STATE OF ALABAMA) I, Howard Gaillard a J.P. in and for said County and
BALDWIN COUNTY) State, do hereby certify that Florence McAdams a wi-
dow whose name is signed to the foregoing conveyance,
and who is known to me acknowledged before me on this day that, being in-
formed of the contents of said conveyance she executed the same voluntarily
on the day the same bears date.

Given under my hand and official seal, this 8th day of September, 1938.

SEAL

(SIGNED) Howard Gaillard, J.P.
Beat 8. Baldwin County, Ala.

STATE OF ALABAMA)
BALDWIN COUNTY) PROBATE COURT.

Filed in office this 21 day of September 1938, at 2:00 A.M. and duly record-
ed in Deed Book No. 65 N.S. at pages 539-40; and I certify that \$-- cts 50
Deed tax has been paid as required by law. G.W.Robertson, Judge of Probate.
G.W.ROBERTSON, JUDGE OF PROBATE.

CO-09-0020-418

STATE AND COUNTY TAXES.

1931. Tax Assessors Book. Vol. 2, Page 31. Beat 8. Mrs. E A Van Ider-
stine. Assessment #439. Begin at SW cor Frac1 Sec 19, run N 7.71 ch. W 9.
80 ch for begn cor. thence N 6.40 ch, W 42.71 ch. S 133 ft to W of Mobile
Bay, thence along Bay shore 75 ft, thence E to wire fence, thence S 5 deg
W. Scheffelin land, thence E to pt of begn, known as Kessler tract of Din-
smoore survey Frac Sec 19, T5S E2E.

Marked rd.

1932. Tax Assessors Book. Vol. ___ Beat 8. E. A. Van Iderstein. Assessment
#580. Lots 2 - 3 - 26 Jas. O'Neal addn to Daphne Begin at S W cor Frac.
sec 19 run N 7.91 Chs. W 9.80 Chs for beginning cor. thence N 6.40 chs W
42.71 Chs S 133 ft. W to Mobile Bay thence along Bay shore 75 ft thence E
to wire fence thence S 5° W. Schefflin land thence E to pt. of begn known
as Kessler Tract of Dinsmore survey of Frac. Sec. 19 - 5 - 2.

NOT MARKED RD.

1933. Tax Assessors Book. Vol. H-0. Beat 8. Mrs E A Van Iderstien. Assessment
Lots 2 - 3 - 26 Jas O'Neal add to Daphne Begin at S.W. cor. Frac. sec 19
Run N 7.91 Chs. W 9.80 Chs. for begin cor, thence N. 6.40 Chs W. 42.71 Chs.
S 133 ft W. to Mobile Bay. Thence along, Bay shore 75 ft thence E. to wire
fence, thence S 5° W Schefflin land thence E to pt. of begn known as Kessler
Tract of Dinsmore survey of Tract sec 19 T5S R2 23 Acres.

MARKED IN STATE.

Start taxes here!

1934. Taxes not assessed that year, assessed in 1936 Assessment.

1935. Taxes not assessed that year, assessed in 1936 Assessment.

1936. Tax assessment shows the following; Mrs E A Van Iderstine. Beat 8.
Begin at the southeast corner of the fractional section #19, run North Seven
and Seventy one one hundredths, (7.71) chains, then West Nine and Eight-one
Hundredths, (9.80) chains, for point of beginning.

Run North Six and Forty Two-One Hundredths (6.42) chains, thence West Forty
two and seventy one-one hundredths (42.71) chains thence South one Hundred
and Thirty Three Feet (133 ft.) thence West to Mobile Bay, then follow the
Bay shore South Seventy Five Feet, (75 ft.) thence West to wire fence, then
South to Schiefflin's lane, thence East to point of beginning, containing
Twenty Five acres (25) more or less, and comprising the greater portion of
that tract of land known as the Geo. W. Kessler Tract in fractional section
#19 of the Dinsmoor Survey of Township (5) South Range 2 East.

Also back taxes for 1932-33-34 & 35.

NOT DUE Until Oct. 1, 1936.

7.71
6.42
14.13

CO-09-0020-418

STATE AND COUNTY TAXES

1938

Tax Assessors Book, Beat 8, Page 339.

Assessed to Mrs. Florence McAdams, No. 1.

Begin at a point on the margin of the State Aid Road 2979 ft S. of NW cor Sec. 20-5-2 thence W. 525 ft along Pomeroy N. 253 ft to Street W. 518.23 ft. N 500 ft to Wharf St. SW'erly 800 ft along Wharf Street to H. H. Holmes S. 686 ft. W. 635 ft. N. 686 ft to H. H. Holmes W. 430 ft NE 432.5 feet to Wharf St. NW'erly 288 along Wharf St. to road SW'erly 720 ft to McMillan Ave. W 248 ft SW'erly 840 ft to J. R. Tapia E. 473 ft. SW'erly 190 ft to S. line Francis Alexander Grant 41-5-2, 2300 ft. to W. side of State Aid Road N 591 ft along road to beginning cong except (land not covered by caption) And other lands.

MARKED PAID

1939

Tax Assessors Book, Beat 8, Page 342.

Assessed to Mrs. Florence McAdams, No. 1.

From the SE corner of Francis Alexander Grant run West 1339 feet along Lindseys South line to beginning corner, thence North 480 feet, W 200 ft, S 148 feet; W 260 feet; S $7^{\circ} 30'$ W 332 feet E 510 feet more or less to beginning, containing 4.4 acres more or less and other lands.

MARKED PAID

1940

Tax Assessors Book, Beat 8, Page 282.

Assessed to Mrs. Rudolph Klass, Jr.

From NW Cor. Sec 20-5-2 run S. on Sec line 2724 ft. to intersect of said sec line on center line of paved Highway and the South side of a 30 ft rd Known as McAdam Street, From the centerline of pave highway run W. 1305 ft along the S side of said 30 ft rd to pt of begin, Thence W 300 ft, S 330 ft, E 300 ft, N 330 ft to begin.

Sec 19 - 5 - 2

MARKED PAID

CO-09-0020-418

STATE AND COUNTY TAXES

1941

Tax Assessors Book, Beat 8, Page 274.

Assessed to Mrs. Rudolph Klass, Jr.

From NW Cor. Sec 20-5-2 run S, on Sec line 2724 ft. to intersect of said sec line on center line of paved Highway and the South side of a 30 ft rd known as McAdams Street, From the centerline of pave highway run W. 1305 ft along the S. side of said 30 ft rd to pt of begn, Thence W. 300 ft, S 330 ft, E. 300 ft, N 330 ft to begn.

MARKED PAID

1942

Tax Assessors Book, Beat 8, Page 300.

Assessed to Mrs. Rudolph Klass, Jr.

From NW Cor. Sec 20-5-2 run S. on Sec line 2724 ft to intersect of said sec line on center line of paved Highway and the South side of a 30 ft rd known as McAdam Street, From the center line of pave highway run W. 1305 ft along the S. side of said 30 ft rd to pt of begn, Thence W. 300 ft, S. 330 ft, E. 300 ft, N 330 ft to begin.

MARKED PAID

1943

Tax Assessors Book, Beat 8, Page _____

Assessed to Mrs. Rudolph Klass, Jr.

Same assessment as above. Taxes not due untill October 1st.

CO-09-0020-418

Fairhope Alabama,

May 3, 1943.

Hon. E. Cramer, Atty-at-law,

Fairhope, Ala.

Dear Mr. Cramer:-

RE - MRS RUDOLPH KLASS, JR.

Saturday I searched Mrs. Rudolph Klass Jr's Title carefully and find no flaws in it at all except I did not get the 1942 Tax receipt but as it is only a matter of \$3.36 it seems to be a frivolous matter.

Possibly I can look that up tomorrow Wednesday AM.

Yours

Harry H. Parker
Harry H. Parker.

CO-09-0020-418

Fairhope Alabama,

May 3, 1943.

Hon. E. Cramer, Atty-at-law,
Fairhope, Ala.

Dear Mr. Cramer:-

RE - MRS RUDOLPH KLASS, JR.

Saturday I searched Mrs. Rudolph Klass Jr's Title carefully and find no flaws in it at all except I did not get the 1942 Tax receipt but as it is only a matter of \$3.36 it seems to be a frivolous matter.

Possibly I can look that up tomorrow Wednesday AM.

Yours


Harry H. Parker.

CO-09-0020-418

TAXES FOR TOWN OF DAPHNE, ALA.

No search of the Taxes due the Town of Daphne, Ala., has been made.

*Town of Daphne
Daphne, Ala.
May 8 - 43*

*Mr. Harold Graham
Fairhope, Ala.,*

Dear Mr. Graham:

*The records of Town of Daphne show no taxes due
on property of Mrs. Rudolph Klaus Jr.*

*Very Truly,
Hazel Council
Town Clerk,*

MUNICIPAL SPECIAL ASSESSMENTS OF TOWN OF DAPHNE, ALA.

No search of the Special Assessments due the Town of Daphne, Ala., has been made.

CO-09-0020-418

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

I, Harry H. Parker, Licensed Abstractor 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 instruments of record, affecting the titles to the lands in question, except such as are noted in the foregoing pages, numbered 1 to 146 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 except as herein noted.

Dated at Fairhope, Alabama, on the ~~20th~~ day of May, A. D., 1943, at 4:00 o'clock, P. M.

Harry H. Parker.
Licensed Abstractor.

Certificate to Abstract #530,

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

I, Harry H. Parker, Licensed Abstractor 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 titles 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 May 5, 1932, at 10.00 o'clock AM.

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 May 5, 1932, at 10.00 o'clock AM.

I further certify that there are no State or County taxes due, nor any tax sales unredeemed since May 5, 1932, at 10.00 o'clock AM., except as herein noted.

Dated at Fairhope, Alabama, on the 27th day of December, A. D., 1935, at 4.00 o'clock PM.

Certificate of Abs. #247

HHP
Licensed Abstractor.

[Handwritten signature]

CO-09-0020-418

ABSTRACT No. 322

C A P T I O N

#322

This property is in the southwest corner of the Hollywood Tract, which said tract is described as follows:

"All that portion of Fractional Section nineteen (19), township five (5) south of range two (2) east, according to the map or plan of the survey thereof made under the authority of the United States, bounded north by lands that are now or lately were in the possession of William McMillan, east by the section line between sections nineteen (19) and twenty (20), south by lands of James Moreland and west by Mobile Bay, containing forty-six (46) acres, lying and being in Baldwin County, Alabama, State of Alabama."

The property owned by Mary F. Webb, and covered by this abstract is described as follows:

"Start at the southwest corner section twenty (20) township five (5) south, range two (2) east, thence north eighteen and seventy-one hundredths (18.71) chains, thence west fifty-seven and sixty-seven hundredths (57.67) chains to Mobile Bay for point of beginning, being the southwest corner of the property, thence north one hundred eighty-nine one half (189½) feet to the south line of lot sold by Margaret Williams and Dan Williams, her husband, to Grace St. John MacMahon; thence east along the south side of said MacMahon lot, about nine hundred (900) feet to the east side of branch, and west line of fence enclosing five (5) acres of this property on the east side of said branch, thence north along the eastline of said MacMahon property, eighty (80) feet to the southline of lot sold by said Margaret C. Williams, and Dan Williams, her husband, to Barry L. Holt, thence east along the south line of said Holt lot about nine hundred (900) feet to a road; thence south along the west side of said road, two hundred sixty-nine one-half (269½) feet to the north line of property belonging to the daughters of Walter L. Thompson; thence west along the north line of said Thompson lot, eighteen hundred (1800) feet to place of beginning. *(Am inclined to think distance from corner of 20 is greater)*

The above property consists of two parcels which for convenience will be designated as number one and two.

This description is from deed of W. M. Williams, Executor of Margaret C. Williams and M. C. Reynolds trustee, recorded in Deed Book 7, page 452, Baldwin County, Ala.

1. "The following described parcel of land with the improvements thereon, in Fractional Section Nineteen (19) township five (5) south, of range two (2) east, Baldwin County, Alabama, being a portion of what is known as the Hollywood Tract, which said tract was purchased by Margaret C. Williams from W. M. Williams on the 11th day of August 1894, the portion hereby conveyed being more particularly described as follows, beginning at a point at the margin of the eastern shore of Mobile Bay, where the south line of said Hollywood Tract strikes the same, thence eastwardly along the south line of said Hollywood Tract about nine hundred (900) feet to the southwest corner of a tract of about five acres heretofore sold by said Margaret C. Williams to said W. M. Williams and Mary F. Webb, said point being in the eastern edge of a branch immediately behind the property hereby conveyed, thence northwardly from said point one hundred eighty-nine one half ($189\frac{1}{2}$) feet to the southeast corner of a lot heretofore conveyed by said Margaret C. Williams to Grace St. John MacMahon, said point also being in the eastern edge of said branch and being eighty (80) feet south of the northwest corner of said five acre tract above mentioned, thence westwardly along the south line of said MacMahon lot about nine hundred (900) feet to the margin of the said Mobile Bay, thence southwardly along the margin of said Bay about one hundred eighty-nine one half ($189\frac{1}{2}$) feet to the place of beginning. Being the property at present occupied by the said Mary F. Webb as a summer home. Bounded on the north by the property of MacMahon on the east by the said Five Acre lot on the south by the property now owned or occupied by Thompson and on the west by Mobile Bay."

and the second, or parcel number two, is described as follows:

"Parcel of land in Baldwin County, Alabama, in section nineteen (19), township five (5) south of range two (2) east, viz: about five (5) acres in the Hollywood Tract enclosed by a wire fence and bounded north by lot of B. L. Holt, east by public road, south by lot of Thompson and west by branch crossing property of Mary F. Webb.

CO-09-0020-418

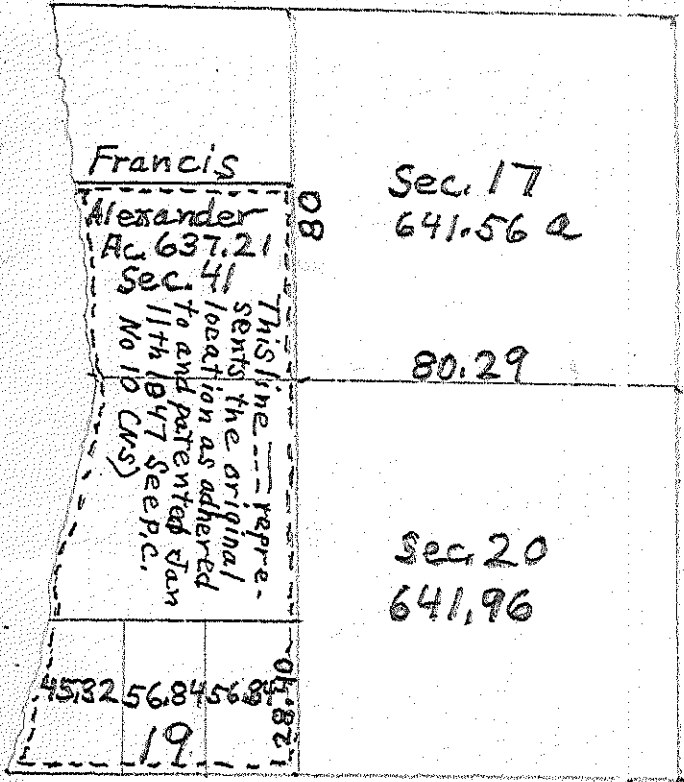
SUB-CAPTION

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

From the South East corner of Fractional Section Nineteen Township 5 South Range 2 East, run North 1216.6 feet and west 3138 feet for a point of beginning; thence run North 138 feet; thence run N 86° 15' W 75 feet; thence South 143 feet; thence East 75 feet, to the point of beginning. Contains $\frac{1}{4}$ Acre. Lies in Frac. Sec. 19, T. 5. S. R. 2. E.

N

The Map to left is copy of government plat but the one beneath is by J. H. Webb showing location and form of property described in deeds from W. M. Williams and wife and as executor.



OK
~~530 with a caption~~

E

28.40
 66
 170.40
 170.40
 1874.40

McKinstry

Barry L. Holt

McMahon

400

900

Farm.

Webb

Spring 1800

Thompson Property

Branch

Road
 24692

S

CO - 09 - 0020 - 418

In American State Papers, volume three (3), Duff Green Edition, page thirty (30), under list of claims to land in District East of Pearl River, in Louisiana, founded on private conveyances, which have passed through the office of the Commandant, but founded as the claimant supposes, on grants, lost by time or accident, occurs the following:

534

By whom claimed	Original claimant	Where situated	Quantity claimed	Front Deep	Area in arpens	Cultivation and inhabitation.
Francis Alexander	C. Lardass	Mobile Bay	35	40	1400	It was proved that the land claimed by Francis Alexander has been generally understood to belong to the Alexander family for more than 25 years; and that a house was built upon the land 12 or thirteen years ago, and is now standing.

This report is by William Crawford, Commissioner, with the following note:

"Remarks though the original grants, upon which the preceding claims are founded, have been lost, yet it is conceived that the claims to such lands, not exceeding a reasonable quantity, as were inhabited and cultivated under the Spanish Government, ought to be confirmed.

(s) William Crawford, Commissioner".

CO-09-0020-413

This property lies in what is known as the Francis Alexander Grant, which covered part of sections eighteen (18) and all of nineteen (19), and described as follows:

in field notes in office of Secretary of State of Alabama & recorded in office of Probate Judge of Baldwin Co

U. S. Survey and Plat, Book of Private Land Grants
January 2, 1844, pp. 101-102.

Pursuant to an order of survey dated Oct. 6th, 1843, issued by the Register and Receiver of the land Office, at St. Stephens Alabama, we have surveyed for the legal representatives of Francis Alexander a tract of land situated on the east side of the Bay of Mobile, Township five (5) south, range two (2) east, and bounded and described as follows: Beginning at a post, the northeast (NE) corner of section eighteen (18), from which north sixty-one (61) west thirty-nine (39) links, a pine Xlll; south forty (40) west at twenty-seven (27) links, a pine Xlll; and running thence with the north boundary of said section, due west, at 22.50 crossed the road the village bearing NW at forty-six (46) chains a bluff, forty-nine (49) chains to a post on the east margin of the Bay; from which N twenty-nine half (29½) W. 1.06, a live oak, Xlll; S. 29½ E. 1.63 chains a live oak, Xlll; thence down the margin of the Bay with its meanders, S. 8 E. twenty (20) chains, S one (1) W. fifteen (15) chains; S nine (9) east ten (10) chains; S. five (5) west 25 chains; S 7 W (at 3.58 chains parallel between sections eighteen (18) and nineteen (19) fifteen (15) chains; S. 13½ W. 28.50 chains; S 7 E 11 chains; S 9½ E. 151 chains to a post from which N 10 W 22 links to a pine, Xlll; N 44 E 28 links a magnolia Xlll; S 16 W 27 links a hickory Xlll; thence due east at 15.50 leave hammock 53.40 chains to a post on east boundary of sec. 19, from which N 50 W 58 links a pine Xlll; N. 23 E 76 links a pine Xlll; S 15½ E 94 links, a pine Xlll; thence with the east boundary of sections eighteen (18) and nineteen (19) due north at 51.68 NE corner of section nineteen (19) - at 110 chains crossed road to village, bearing NW 131.58 chains to the place of beginning, containing 637.21 acres, and having such shape form and marks, natural and artificial, as are contained in the above plat and description.

January 2, 1844

Jonathan M. Cunningham
John James, Deputy Surveyors.

Surveyor's office, Florence, Alabama, March 23, 1844.

Examined and approved.

James H. Weakley, Surveyor
General Public Land Office.

Record 37 N.S. 285

But the patent see page 6 hereof, calls for 639.70 acres "according to survey of Feb. 19, 1830 by Powell approved by Weakley Jan 22, 1838." Plat & field notes of this survey were recorded in the office of the Probate Judge of Baldwin Co, Oct 6, 1925 and embrace the whole of Fractional section 19 and only the south 47.50 chains of Sp. S. 18, Tp 5 SR 2 E, which location is shown on the Government's plat at Bay Minette copied on ps 3 supra. See full copies attached hereto. Stallwater, Oct 9, 1925.

UNITED STATES, by James K. Polk
President,

Grantor,

Kind of Conveyance: Patent.
Date, January 11, 1847.

Date of Filing for Record:
March 15, 1847.

Recorded in Record Book "E"
pages 332-3.

Legal Representatives of Francis
Alexander

Grantee.

Conveys:

Sp. R. Sec.

5 S. 2E. 41

All section containing 639.70 acres,
Baldwin County, Alabama, St. Stephens
Meridian. According to survey of 1830

*As from the plat there might appear to be land in sec 19
not covered by the Alexander Grant. Mr. Jessie Kessler whose
father owned a home in this portion; wrote to the U.S. Land
Office at Montgomery and Washington and received a
reply from both places that such Grant covers all of 19, these
letters were placed of record this week, I see copies attached
Stallworthy Oct 9, 1925.*

CO-09-0020-418

Francis Alexander, by Leon
Nicholas, Admr.,

Admr. Deed Dated Jany. 6, 1819;
Recorded in Book A, page 135-

to

John Vail,

Conveys all the right title and interest of the
estate of Francis Alexander in and to eight hundred fifty-
three (853) acres, being two-thirds (2/3) of the tract claimed
by said intestate, Francis Alexander, situated on the east
side of the Bay of Mobile and fronting on said Bay.

538

OK

✓

The Federal Land Bank of New Orleans TRANSFERS OF TITLE

Florence McAdam, a widow,

GRANTOR.

TO

Mary J. DeGruy, my daughter.

GRANTEE.

Kind of Conveyance Warranty Deed.
 Any Reservation to Grantor See recital.
 Date of Conveyance July 24, 1940.
 Date of Acknowledgment July 24, 1940.
 Before Whom JPeace Baldwin Co Ala., (S).
 Grantor Married or Single Single.
 Separate Acknowledgment of Wife -----
 Before Whom -----
 Date of Filing for Record August 1, 1940; 8AM.
 Recorded in Deed Book No. 72NS Page 297.
 Dower or Homestead Conveyed Properly Yes.
 Is it Properly Indexed? Yes.
 Are Names of All Signers in Body of Conveyance? Yes.
 \$1.00 & other. Consideration \$ ----- Is it Paid? Yes.
 WITNESS { Mrs. Arthur Mancini,
 { Mrs. R D. Davis.

DESCRIPTION OF PROPERTY CONVEYED

INDEXED

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

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

From the North West corner of the property of the State Teachers College run South 176 feet to a beginning Corner; thence East 200 feet to West boundary Holmes Street, thence South along west line of Holmes street 135 feet, thence West along North line of Van Avenue 200 feet to corner; thence North 100 feet to beginning corner.

RECITES:- With the understanding that the above site and property shall be considered her home so long as she may live.

CO-09-0020-418

STATE AND COUNTY TAXES.

1941. Tax Assessors Book. Beat 8, Page 136. Mary J. De Gruy.
From NW Cor sec 20-5s-2, thence S. on Sec. line 1657 ft - Thence W -
2558 ft to pt. which is SW cor. College Ave. & Holmes St., thence S 6°30' W
217 ft, along the W. line of Holmes St. for begn cor. Thence Con S 6°-30'W
188 ft - along the W - line of said st - to NW Cor of Holmes St - and Van
Ave Thence N 83°W - 247 ft to NE Cor of Van Ave & O'Neal Ave Thence N 6°30'
E 153 ft - along E side of O'Neal Ave, thence E - 247 ft. to begn Lot lies
in Sec 41 - Francis Alexander Grant S 41 T 5 S R 2
Marked PAID.
1942. Tax Assessors Book. Beat 8, Page 153. Mary J De Gruy.
Same Des. Marked PAID.
1943. Tax Assessors Book, Vol. A-Z, Beat 8, Page 164. Mary J De Gruy.
Same Des. Marked PAID.
1944. Tax Assessors Book, Vol. A-Z, Beat 8, Page 184. Mary J De Gruy.
Same Des. PAID.
1945. Tax Assessors Book, Vol. 1, Beat 8, Page _____ Mary J. De Gruy.
Same Des. Not Due.

CO-09-0020-418

The Federal Land Bank of New Orleans
TRANSFERS OF TITLE

Cornelia Hall, unmarried,

Kind of Conveyance Quit Claim Deed.

Any Reservation to Grantor None.

Date of Conveyance October 16, 1942.

Date of Acknowledgment October 16, 1942.

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

Grantor Married or Single 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? -----

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

Consideration \$ 100.00. Is it Paid? Yes.

None.

WITNESS } -----

GRANTOR

TO

Mrs. Alice McDonnell Costello.

GRANTEE

DESCRIPTION OF PROPERTY CONVEYED

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

BE IT KNOWN, That Cornelia Hall, unmarried, for and in consideration of the sum of One hundred (\$100.00) Dollars, to me in hand paid by Mrs. Alice McDonnell Costello, the receipt whereof is hereby acknowledged, do remise, release, quit-claim and convey unto the said Alice McDonnell Costello her heirs and assigns, forever, ALL AND SINGULAR, the following described real property in the County of Baldwin, State of Alabama, to-wit:-

An undivided interest in and to, Northwest quarter of Southwest quarter of Section nine (9), Township five (5) South, Range two (2) East, containing forty acres, more or less; and also,

That certain piece, parcel or tract of land described as follows, to-wit: Commencing at a point East thirty-two one hundredths chains from a point 25 one hundredths chains North from the dividing line between W.L. Howard and lands formerly owned by William McMillan at an iron bolt which bears East 34 one hundredths chains a turkey oak marked with a cross; North 68 degrees East one hundredths chains a black jack marked with a cross, running thence East 6 and 67 one-hundredths chains, thence North two and 09 one-hundredths chains, thence West six and 67 one hundredths chains to the County Road, thence South two and 09½ one-hundredths chains to the place of beginning, containing one and 39 one-hundredths acres, more or less, in Sections 18 and 19, Township 5 South, Range 2 East.

TO HAVE AND TO HOLD the same forever.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 16th, day of October, 1942.

Cornelia Hall (Seal)

CO-09-0020-418

Quit Claim Deed, Cornelia Hall to Mrs. Alice McDonnell Costello, page 2.

THE STATE OF Alabama, :
Baldwin County. :

I, Ort H Ertzinger a Notary Public in and for said County and State, hereby certify that Cornelia Hall, unmarried, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this this day, that being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18th, day of October, 1942.

SEAL

Ort H Ertzinger
Notary Public, Baldwin Co. Ala.

ALICE McDONNELL COSTELLO, Widow.

BALDWIN

CO-09-0020-418

97 Mtg 398-399.

I, CORNELIA HALL, for and in consideration of the sum of One hundred (\$100.00) Dollars to me in hand paid by ALICE McDONNELL COSTELLO, the receipt of which is hereby acknowledged, I do hereby grant, bargain, sell, convey and transfer unto ALICE McDONNELL COSTELLO all my right, title and interest in and to the Mortgage made by Margaret L. Burns and Thos.J. Burns, her husband to Cornelia Hall, said mortgagge dated the 4th. day of December, 1930 and of record in Mortgage Book No. 39, page 367 of the Probate Court Records of Baldwin County, Alabama.

And for the same consideration I do hereby transfer, assign and deliver to the said Alice McDonnell Costello the note and the debt secured by said mortgage together with all rights, powers and privileges contained in said Mortgage Deed, but without recourse on me.

In Witness Whereof, I have hereunto set my hand and seal on this the 16 day of October, 1942.

Cornelia Hall

State of Alabama)
County of Baldwin)

I, Ort H Ertzinger a Notary Public in and for said State and County, do hereby certify that Cornelia Hall, 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 seal on this 16 day of October, 1942.

SEAL

Ort H Ertzinger
Notary Public, Baldwin County, Alabama

STATE OF ALABAMA,
BALDWIN COUNTY.

Filed Sep. 6, 1943 at Sta. Mo.; Recorded in Mtg book No. 97, pages 398-9; G.W. Robertson, Judge of Probate

Agreement between Alice McDonnell Costello and Clinton DeWitt Smith, page 1.

STATE OF ALABAMA)
COUNTY OF MOBILE)

THIS AGREEMENT made and entered into by and between ALICE MCDONNELL COSTELLO (a widow), hereinafter called the Party of the First Part, and CLINTON DEWITT SMITH, hereinafter called Party of the Second Part, WITNESSETH that the said parties have contracted and agreed with each other as follows:

FIRST: The Party of the First Part agrees to sell to the Party of the Second Part for the consideration of Three hundred and fifty (\$350.00) and 00/100 Dollars, and the Party of the Second Part agrees to buy from the said Party of the First Part for the same consideration on the terms and conditions herein set out, that certain lot of land with improvements thereon in the County of Baldwin, State of Alabama, described as follows, to-wit:

Beginning at a point, which point is twenty eight and seventy one hundredths (28-70/100) feet north of the south-west corner of a lot of land which stands on the east side of the County road and one hundred and eighty three and 45/100 (183-45/100) feet northwardly along said road from the south line of lands formerly occupied by William L. Howard; thence north two degrees thirty minutes east One hundred and eighty (180) feet along the County road to the northwest corner of said lot; thence east Four hundred and seventeen and 4/10 (417-4/10) feet to the northeast corner of said lot; thence south two degrees thirty minutes west One hundred and eighty (180) feet to a point; thence west to the place of beginning. Being a portion of the same property conveyed to Alice McDonnell (the Grantor herein) by Margaret McDonnell, by Deed dated the 7th. day of April 1893 and of record in Deed Book No.8, pages 510-511 of the records of the Probate Court of Baldwin County, Alabama.

SECOND: The consideration to be paid being Three hundred and Fifty (\$350.00) and 00/100 Dollars as stated above, of which sum One hundred (\$100.00) ^{and 00/100} Dollars has been paid in cash, receipt of which is hereby acknowledged, the balance of said purchase price of Two hundred and fifty (\$250.00) and 00/100 Dollars is to be paid in installments of Forty (\$40.00) & 00/100 Dollars per month, as evidenced by one (1) promissory note of even date herewith, interest on principal sum to begin with date of note, the first installment being due and payable on the 15th, day of November, 1942, and one (1) installment being due and payable on the 15th. day of each month. thereafter until the balance of said purchase price is paid in full. On the 15th. day of May 1943 (or upon the date the entire indebtedness is paid in full, if prior) all monthly payments paid hereon shall be applied as follows:

First: To the payment of interest at six per cent (6%) per annum on the principal said interest to be pro-rated according to the dates on which the payments have been made.

Second: To the payment without demand of all sums expended by the Party of the First Part, or any holder or owner of this note, under the terms of the Contract of Sale with interest from date of expenditure at eight per cent (8%) per annum.

CO-09-0020-418

Agreement between Alice McDonnell Costello and Clinton DeWitt Smith, page 2.

Third: The balance of the payments, if any, shall be credited on the principal of said note.

THIRD. (A) The Party of the Second Part agrees to pay all City, State and County Taxes applying after date of this contract, including any taxes or improvement assessments hereinafter assessed against said property. State and County and City ad valorem taxes are to be paid by the Party of the first part for the year 1942. If the party of the Second Part shall fail to perform any of the duties herein specified the Party of the First Part may perform the same, and for any sums expended by Party of the First Part in this behalf, together with interest thereon at the rate of eight per cent (8%) per annum, the Party of the First Part shall have an additional lien, secured by these presents, on said property.

FOURTH: In the event the Second Party shall fail for a period of thirty (30) days to pay any of said installments when and as the same become due, or shall fail for a period of thirty (30) days to keep, perform or carry out any of their obligations under the terms of this Contract, then upon such failure the Party of the First Part shall have the right to terminate this Contract by giving written notice to the Second Party pointing out the particular wherein there has been such failure by the Second Party, and unless corrected by them within ten (10) days after the delivery of such written notice from the First Party, this Contract shall stand terminated and cancelled, and upon such termination and cancellation, the Second Party binds and obligates themselves to vacate the property and to surrender and return the same to the First Party or anyone claiming under him; it being understood and agreed between the parties hereto that in the event of such termination of this Contract all amounts previously paid on said purchase price shall be treated and considered by and between the parties hereto as the reasonable rental for the use and enjoyment of said premises by the Second Party under this Contract prior to such termination.

FIFTH: Upon the payment by the Second Party in full of the balance of the purchase price, evidenced by said installment note, then and thereupon shall be delivered to the Second Party, a Warranty Deed from the First Party made in connection with this Contract, conveying said property to the Second Party; it being understood and agreed between the parties hereto that such Deed shall be made and delivered by party of the first part to the Second Party, whom and after the balance of said purchase price evidenced by said note has been paid in full.

Party of the First Part also agrees to deliver an abstract to said property brought down to this date. Party of the Second Part reserves the right to pay said installments on or before the date the monthly installment are due to the Party of the First Part and have the interest pro-rated accordingly.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals, in duplicate, this 21st day of October, 1942.

Alice McDonnell Costello (SEAL)

CO-09-0020-418

Agreement between Alice McDonnell Costello and Clinton DeWitt Smith, page 3.

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Katherine Battle, a Notary Public, in and for said State and County, hereby certify that ALICE McDONNELL COSTELLO whose name is signed to the foregoing instrument, and who is known to me acknowledged before me on this day, that, being informed of the contents of the said instrument she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of October 1942.

Katherine Battle
Notary Public, Mobile County, Alabama
Com. expires 5-9-44

SEAL

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, _____, a Notary Public in and for said State and County, hereby certify that Clinton DeWitt Smith whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of October 1942

Notary Public, Mobile County, Alabama.

CO-09-0020-418

Mobile, Alabama,
October ____ 1942.

\$250.00

For value received I promise to pay to the order of ALICE McDONNELL COSTELLO Two hundred and fifty and 00/100 Dollars at the First National Bank of Mobile, Alabama, with interest thereon at the rate of six per-cent per annum until fully paid, payable in sums of Forty and 00/100 Dollars monthly; the first payment payable on or before the 15th. day of November 1942 and a payment on or before the 15th. day of each month thereafter, until said principal sum and interest, and all other sums advanced by Alice Mc.Donnell Costello under the terms of the contract of even date herewith, with interest thereon, is paid in full.

This note is to be construed according to the laws of the State of Alabama, and is secured by a contract of sale on real estate executed by the undersigned and Alice Mc.Donnell Costello on the ____ day of October 1942.

The Federal Land Bank of New Orleans
TRANSFERS OF TITLE

W. C. Mason, and Annie E. Mason,
his wife,

GRANTOR

TO

Gus Bertagnolli.

GRANTEE

Kind of Conveyance Warranty Deed.
Any Reservation to Grantor None.
Date of Conveyance September 28, 1942.
Date of Acknowledgment September 28, 1942.
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 _____
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 \$ 200.00. Is it Paid? Yes.
WITNESS } None.

DESCRIPTION OF PROPERTY CONVEYED

RECITES:

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 Two Hundred (\$200.00) Dollars to them in hand paid by Gus Bertagnolli the receipt whereof is hereby acknowledged we, W. C. Mason, and Annie E. Mason, his wife, do grant, bargain, sell and convey unto the said Gus Bertagnolli the following described lands situated in Baldwin County, Alabama, to-wit:

From the northeast corner of said Section 19, run south 10.12 chains, Thence west 25 feet for a point of beginning: Thence south 260 feet: Thence west 100 feet: Thence south 80 feet: Thence west 89 feet: Thence north 192 feet more or less: Thence north 69 1/2 degrees east 220 feet to the point of beginning.

TO HAVE AND TO HOLD to the said Gus Bertagnolli his heirs and assigns forever.

And we do covenant with the said Gus Bertagnolli that we siezed 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 incumbrances; and that we

N69 1/2° E: Lat. 770.4, Dep. 206.07

Deed, W C Mason & wife to Gus Bertagnolli, page 2.

will, and our heirs executors and administrators shall forever WARRANT AND DEFEND the same to the said Gus Bertagnolli heirs and assigns, against the lawful claims of all persons whomsoever.

Witness our hands and seals this 28th. day of September, 1942

WITNESS: (SIGNED) W. C. Mason L.S.
Annie E. Mason L.S.

STATE OF ALABAMA, Baldwin County

I, G. E. Perkins, a Notary Public in and for said County and State, hereby certify that W. C. Mason, and Annie E. Mason, ^{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 official seal this 28th. day of September, A. D., 1942

(SEAL) (SIGNED) G. E. Perkins.

STATE OF ALABAMA, Baldwin County

I, G. E. Perkins, a Notary Public in and for said County and State, do hereby certify that on the 28th, day of September 1942 came before me the within-named Annie E. Mason known to me to be the wife of the within-named W. C. Mason 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 threats on the part of the husband.

In Witness Whereof, I hereunto set my hand and official seal this 28th. day of September, 1942

(SEAL) (SIGNED) G. E. Perkins

WARRANTY DEED.

STATE OF ALABAMA
COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the FIVE DOLLARS, to us in hand paid by ~~GILBERT GILLILAND~~ AND DOROTHY M. GILLILAND, husband and wife, the receipt whereof is hereby acknowledged, We, J. T. THOMAS and ALMA THOMAS, husband and wife, do grant, bargain, sell and convey unto the said D. A. GILLILAND and DOROTHY M. GILLILAND, the following described lands situated in Baldwin County, Alabama, to-wit:

Lot Fifteen, Block Six, Dryer Subdivision, all being according to Map of Fryer Subdivision, Recorded October 8, 1926, in Map Book No. 1, Page 98, in Baldwin County, Alabama, Records.

TO HAVE AND TO HOLD to the said D. A. GILLILAND and DOROTHY M. GILLILAND, their heirs and assigns forever.

And we do covenant with the said D. A. GILLILAND and DOROTHY M. GILLILAND, 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 D. A. GILLILAND and DOROTHY M. GILLILAND, their heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands and seals this 11th day of April, A. D., 1945.

L.S.

STATE OF ALABAMA)
COUNTY OF BALDWIN) ss.

L.S.

I, _____, a Notary Public, within and for said State and County, do hereby certify that J. T. THOMAS and ALMA THOMAS, husband and 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 said conveyance, they executed the same voluntarily on the day the same bears date,

And I do further certify that on the 11th day of April, A. D., 1945, came before me the within named ALMA THOMAS, Known to me to be the wife of the within named J. T. THOMAS, 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 11th day of April, A. D., 1945.

AFFIX SEAL.

Notary Public, Baldwin County, Alabama.

My Commission expires:

CO-09-0020-418

Alabama No. 8

LEGAL PROCEEDINGS

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

IN PROBATE.

ESTATE OF WILLIAM MCMILLAN, Deceased.

VSX

INDEXED.

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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ESTATE OF WILLIAM MCMILLAN
Deceased.

}

Probate Court,
Baldwin County, Alabama.

September 20th, 1869, H. Chamberlain filed a petition in the Probate Court alleging that Wm. McMillan, lately a resident of Baldwin County, Alabama, departed this life in September 1869; that he left a last will and testament dated June 19, 1867, witnesses by George B. Gavin, I. C. Gavin and I. Cavanagh; that the heirs and next of kin of the said deceased were Massey McMillan, his widow, a sister, Mrs. Jane Spance of Mobile, Alabama, a brother, Aloos K. McMillan residing at Enterprise, Mississippi and a brother, Alexander McMillan residing in Grenech, Scotland and all over the age of 21 years. Petitioner prays said will be admitted to Probate.

Will dated June 19, 1867, Witnessed by George B. Gavin, I. C. Gavin and I. Cavanagh.

I do hereby in order to show forth the propriety of the provisions I make and declare that my wife, Mrs. Massey McMillan, has and holds in her own right the following described property, viz: thirty acres (30) of land fronting on the Bay of Mobile in Baldwin County, worth some four thousand (\$4000.00) dollars, also the undivided half of one hundred and twenty three acres of land

PROBATE COURT PROCEEDINGS in the ESTATE of WILLIAM McMILLAN, Deceased.

- Page 2 -

WILL, page 2.

(123) lying at and about the plan of my residence in Baldwin County, being in fractional section nineteen (19), Township five (5), Range two (2) East, and which lies contiguous to the thirty acres above named and which half part I estimate to be worth six thousand (\$6000.00) dollars. Mrs. McMillan also owns all the household and kitchen furniture at our residence in Baldwin County, valued at about one thousand (\$1000.00) dollars.

Now I give and devise to my said wife, Mrs. Massey McMillan, the lot of land and improvements situated at the Northwest corner of State and Warren Streets in Mobile to her and her heirs forever.

I also give to the said Mrs. Massey McMillan the lot of land and improvements situated at the Southwest corner of State and Warren Streets in Mobile for her to have and to hold the same during her natural life, with the remainder to my nephew Alexander McMillan now resident at Enterprise, State of Mississippi, to him to have and to hold the same and heirs forever. 530

I give and devise to my Executors hereinafter named the half part of the above said tract of land lying in the County of Baldwin, aforesaid, and empower him to cause the same to be divided into two equal parts, one part thereof to be transferred over to said Alexander McMillan, residing at Enterprise, Mississippi, to him and his heirs forever, and the other part of said tract of land I empower my executor to sell the same, without any order of court and to remit the proceeds of the sale to my brother Alexander McMillan residing at Greenock in the Kingdom of Scotland, and in case of the death of the said Alexander McMillan the same to be given to his heirs. The said part of land is the undivided half part of fractional section nineteen, township five, range two east before mentioned.

All the books, maps and engravings that I may have at the time of my death I wish to have them remain with my wife Mrs. Massey McMillan during her life time, and at her death to be given by my executor to Alan Ker McMillan my brother now residing at Enterprise, Mississippi, and in case of the death of the said Alan Ker McMillan before the death of the said Mrs. Massey McMillan, and after her, decease, the said books, maps and engravings to be given by my executor to the aforesaid Alexander McMillan, my nephew now residing at Enterprise, Mississippi.

INDEXED.

CO-09-0020-418

PROBATE COURT PROCEEDINGS in the ESTATE of WILLIAM McMILLAN, Deceased.

- Page 3 -

WILL, page 3.

All the ready money which I may have in my possession or in the bank at the time of my death I empower my executor to cause the same to be divided into three equal parts, one part thereof to be given to my wife, Mrs. Massey McMillan, one part to be given to Alan Ker McMillan, residing in Enterprise, Mississippi, and one part to be remitted to the aforesaid Alexander McMillan in Greenock, Scotland.

I do hereby nominate and appoint Henry Chamberlain of the City of Mobile to be my executor and I do not wish that he should be required to give bond as security as such.

Witness my hand and seal this 19th day of June, 1867.

(SIGNED) William McMillan (SEAL) 530

At the request of the testator and in presence of him we have hereunto subscribed our names as witnesses.

(SIGNED) George B. Gavin
I. C. Gavin
I. Cavanagh

INDEXED

Filed September 18, 1869.

CO-09-2020-418

PROBATE COURT PROCEEDINGS in the ESTATE of WILLIAM MCMILLAN, Deceased.

- Page 4 -

RENUNCIATION OF EXECUTORSHIP ON LAST WILL.

State of Alabama.)
 0
County of Baldwin)

To the Honorable Wm. H. Gasque, Judge of the Court of Probate of said Co
County.

Henry Chamberlain the person named in the last will and testament of
William McMillan, deceased, to the executor thereof, which will has been prob
bated and recorded in said court, do hereby renounce the office and trust con-
fided to me in and by said will, and all right to letters testamentary upon
the same, I pray that this my renunciation may be duly entered of record.

(SIGNED) H. Chamberlain

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Subscribed before me this
5th day of May 1870.

INDEXED.

G. Horton,
Judge of Probate,
Mobile County, Alabama.

CO-09-0020-418

PROBATE COURT PROCEEDINGS in the ESTATE of WILLIAM McMILLAN, Deceased.

- Page 5 -

Minute Book C-4, page 344-5.

September 20, 1869, Order of Court sitting October 16, 1869 as day for hearing on petition to Probate will, notice directed to heirs.

Minute Book C-4, pages 349-50.

October 16, 1869: Decree admitting will to Probate and record as last will and testament of William McMillan, deceased, decree recites proper service of notices and due proof of the execution of the will.

Will recorded Will Book A, pages 194-7.

INDEXED,

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CO-09-0020-418

Leon Nichols, Administrator of
the late Francis Alexander.

To

John Vail.

Kind of Conveyance Administrators Deed.
Date of Conveyance January 6, 1819.
Date of Acknowledgment January 9, 1819.
Before Whom N.P. Mobile Co. Ala.
Date of Filing for Record May 16, 1819.
Consideration, \$1.03 an acre.
Recorded in Record Book A, Page 310-1

Conveys

Two thirds of the 853 acres of land belonging to the estate of the said
intestate, being two thirds of the tract claimed by said intestate in his life
time situated on the East side of Mobile Bay fronting on said Bay.

Deed recites; Order of Orphans court of Mobile directing sale, dated July
27, 1817, for the payment of debts of the estate of Francis Alexander, deca-
sed, notice of sale by advertisement of the time, place of selling upwards of
forty days in the Mobile Gazette; sale at public outcry - purchased by John
Vail.

CO-09-0020-418

Leon Nichols, administrator
of the late Francis Alexander.

To

John Vail.

Kind of Conveyance Deed of Correction.
Date of Conveyance January 6, 1820.
Date of Acknowledgment Same day.
Before Whom Clk.Cir.Ct.Mobile Co. Ala.
Date of Filing for Record April 17, 1820.
Consideration, \$1.03 an acre or \$438.78
Recorded in Record Book A Page 348-9.

Conveys

Deed recites: Deed shown preceeding page and further "and the Govern-
ment of the United States since the sale aforesaid, having legislated on the
subject of land claims east of Pearl River below the 31^o of North latitude
and allowed the claim of the said Francis Alexander the quantity of 640 a-
cres, whereof two thirds of the aforesaid amount to 426 acres and two thirds
an acre, now know ye that I the said Leon Nichols, administrator aforesaid
by virtue of the said order of sale, and the statute of such case made and
provided and consideration of the said sum of \$1.03 an acre amounting in
whole to \$438,78 have granted, etc.---- to the said John Vail the said 426
acres and two thirds an acre being two thirds of a tract claimed by the said
intestate in his life time, situated on the East side of Mobile Bay fronting
on said Bay.

CO-09-0020-418

William B. Vail, Grandson of
John Vail, deceased and
Rosalind E. Vail, his wife,

To

William O'Neal.

Kind of Conveyance Quit Claim Deed.
Date of Conveyance June 22, 1903.
Date of Acknowledgment Same date.
Before Whom N.P. Mobile County, Ala.
Grantor Married or Single Married.
Separate Acknowledgment of Wife Yes.
Before Whom N.P. Mobile County, Ala.
Date of Filing for Record October 20, 1903.
Are Names of All Signers in Body of Conveyance?
Yes.
Consideration, \$1.00.
Recorded in Deed Book 6NS, Page 509.

Conveys

Tp. R. Sec.
5S 2E 19. Section.

INDEXED

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CO-09-0020-418

Samuel Acre and Mary Acre, his wife,

To

Wm. McMillan.

Kind of Conveyance Warranty Deed.
Date of Conveyance September 3, 1835.
Date of Acknowledgment Same day.
Before Whom N.P. Mobile Co., Ala.
Grantor Married or Single Married.
Separate Acknowledgment of Wife No.
Date of Filing for Record June 18, 1836.
Are Names of All Signers in Body of Conveyance? Yes.
Consideration, \$1369.00.
Recorded in Record Book D Pages 8-9.

Conveys

INDEXED, ✓

Certain tract of land lying and being in Baldwin County, Alabama, situated on the East side of Mobile Bay and described as follows: Bounded Northwardly by a piece of land lately belonging to Abram Johnson, on the Southwardly by a brook falling into Mobile Bay and on the Westwardly by Mobile Bay and on the Eastwardly by Public lands;

Also a piece of land bounded Northward by possession of Silas Dinsmore Jr. Southward by lands lately belonging to said Abram Johnson, containing both together 273.93 acres, it being in Fractional Section 19, Township 5 in Range 2 East.

530

CD-09-0020-418

James W. O'Neal

To

William W. O'Neal, trustee for
Mary M. O'Neal, wife of grantor.
William M. O'Neal, Mary Jane
O'Neal, Florence O'Neal, children
of grantor and any other children
that may be born to grantor.

Kind of Conveyance Statutory Warranty
Deed.
Date of Conveyance April 10, 1872.
Date of Acknowledgment Same date.
Before Whom N.P. Baldwin County, Ala.
Grantor Married or Single Married.
Date of Filing for Record April 11, 1872
Are Names of All Signers in Body of Con-
veyance? Yes.
Consideration, Love and affection.
Recorded in Record Book I Page 686-7 (?)

Conveys

INDEXED, ✓

30 acres of land fronting on the Bay of Mobile in Baldwin County, Alabama.
Also the undivided half of our hundred twenty-three acres of land lying and
about the residence of the late William MacMillan deceased, in Baldwin County,
State of Alabama, being fractional Section 19, Tp 5 S, R. 2 E and which lies
contiguous to the thirty acres above named.

530

Deed reserved a life estate in grantor; provides trustee may sell.

Alexander McMillan and
James W. O'Neal

To

James W. O'Neal and Alexander
McMillan.

Kind of Conveyance Agreement of Partition.
Date of Conveyance July 25, 1872.
Date of Acknowledgment Same date.
Before Whom N.P. Baldwin County, Ala.
Grantor Married or Single Not shown
Date of Filing for Record July 25, 1872.
Are Names of All Signers in Body of Convey-
ance? Yes.
Consideration, Mutual conveyance.
Recorded in Record Book J Page 12.

Conveys

INDEXED ✓

Agreement of partition of undivided fractional section 19, tp. 5 S, R. 2 E. containing 123 acres more or less devised them by will of William McMillan deceased.

It is agreed that James W. O'Neal takes as his or rather his mother's interest in said lands commencing at the North boundary line of said fractional section and measuring for his own share 61½ acres; the said Alexander McMillan to retain the South portion of said fractional section and commencing measuring from the South boundary line and retaining the same for his own proper use containing 61½ acres.

530

CO-09-0020-418

Alexander McMillan and
Elizabeth S. McMillan, wife,
of Meridian, Miss.,

To

William M. O'Neal.

Kind of Conveyance Warranty Deed.
Date of Conveyance October 27, 1890.
Date of Acknowledgment Same date.
Before Whom N.P. Lauderdale Co., Miss.
Grantor Married or Single Married.
Separate Acknowledgment of Wife No.
Date of Filing for Record October 28, 1890.
Are Names of All Signers in Body of Conveyance?
Yes.
Consideration, \$300.00.
Recorded in Record Book Q Page 299.

Conveys

INDEXED ✓

All the right, title, interest and claim which said Alexander McMillan acquired under the last will and testament of William McMillan, Sr. deceased, in and to certain lands in Baldwin County, Alabama, which is described in said will as the undivided half part of Tp. 5S R. 2E Sec. 19 Fraction Section 19, 5S R 2E.

530

Said will probated in Baldwin County, Alabama.

CO-09-0020-418

Florence L. Calias and
H. W. Calias, her husband,

To

William M. O'Neal.

Kind of Conveyance Warranty Deed.
Date of Conveyance June 20, 1894.
Date of Acknowledgment Same date.
Before Whom J.P. Mobile Co., Ala.
Grantor Married or Single Married.
Separate Acknowledgment of Wife No.
Date of Filing for Record June 30, 1894.
Are Names of All Signers in Body of Convey-
ance? Yes.
Consideration, \$75.00
Recorded in Record Book T Page 369.

Conveys

INDEXED. ✓

Commencing at 220 feet from South boundary of William W. McMillan land, thence West 600 feet commencing immediately West of the County road with a rock to represent the corner, no other marks convenient; thence North crossing the County road 200 feet to the Southwest corner of the Courthouse lot; thence East 600 feet to the Southeast corner of same lot, marks described in the plat; thence South 200 feet to place of beginning, containing $2\frac{3}{4}$ acres in Fractional Sec. 19, Tp. 5 S, R. 2 E.

Tp. 5S E. 2E Sec. 19.

CO-09-0020-418

William McMillan and Massey
McMillan, his wife,

To

Emile Majerski.

Kind of Conveyance Warranty Deed.
Date of Conveyance July 24, 1867.
Date of Acknowledgment Same date.
Before Whom J.P. Baldwin County, Ala.
Grantor Married or Single Married.
Separate Acknowledgment of Wife No.
Date of Filing for Record October 7, 1867.
Are Names of All Signers in Body of Con-
veyance? Yes.
Recorded in Record Book J Pages 30-1.

Conveys

INDEXED, ✓

Lot in Section 19, Township 5 South of Range 2 East bounded on the West by Bay of Mobile on which it fronts 200 feet, on the South by a street 30 feet wide separating the lands of grantor from the Hollywood place, now owned by Poindexter formerly by Fulton, which said lot hereby conveyed extends back eastwardly from the bay 468 feet to a post, thence Northwardly parallel with the Southern line 468 feet to the Bay, thence along the margin of the bay to the place of beginning 200 feet, the North line aforesaid separate from the lot hereby conveyed from the land of the grantors and the street aforesaid forming the Southern line of said lot was laid off by the grantor and the owner of Hollywood.

Co-09-0020-418

William McMillan and Massey
McMillan, his wife,

To

Emile Majerski.

Kind of Conveyance Warranty Deed.
Date of Conveyance July 5, 1869.
Date of Acknowledgment Same date.
Before Whom N.P. Baldwin County, Ala.
Grantor Married or Single Married.
Separate Acknowledgment of wife No.
Date of Filing for Record September 20, 1869.
Are Names of All Signers in Body of Convey-
ance? Yes.
Consideration, \$200.00.
Recorded in Record Book I Pages 315-6.

Conveys

INDEXED. ✓

In Section 19, Township 5 South of Range 2 East, as follows:
Commencing at the Northwest corner of lot belonging to Emile Majerski,
thence East along the East line of said lot 200 feet, thence to the South-
east corner of said lot, thence East 400 feet more or less to a stream, thence
along said stream 200 feet, thence West to place of beginning, bounded on the
West by lot of Emile Majerski, on the South by a public street 30 feet wide,
fronting on a lane separating Prof. Poindexter's land from said lot, on the
East by the stream aforesaid and on the North by lands belonging to William
and Massey McMillan.

10-09-0020-418

Harry Majerski and Mamie Majerski, his wife, Susie S. Baumhauer and William C. Baumhauer, her husband of the city of Mobile, heirs of Emile Majerski, deceased,

To

William M. O'Neal.

Kind of Conveyance Warranty Deed.
Date of Conveyance May 15, 1900.
Date of Acknowledgment May 16, 1900.
Before Whom N.P. Mobile County, Ala.
Grantor Married or Single Married.
Separate Acknowledgment of Wife No.
Date of Filing for Record July 13, 1900.
Are Names of All Signers in Body of Conveyance? Yes.
Consideration, \$250.00.
Recorded in Deed Book 2NS, Page 626.

Conveys

INDEXED. ✓

All those two certain lots on the East side of Mobile Bay now between what is known as Daphne and Hollywood in Baldwin County, Alabama, bounded and described as follows, to-wit:

Said lots of land fronting on the East side of Mobile Bay of 200 feet and runs back in an Easterly direction 868 feet to a creek with same width in rear as in front. The said lots are in Tp. 5 S, Range 2 E, bounded on the South by a lane or street 30 feet wide, West by Mobile Bay; East by a creek and North by lands now of O'Neal, being the same lands conveyed to Emile Majerski by William and Massey Mc.Millan by deed bearing date July 5, 1869 and August 1, 1869, recorded in Book I pages 315 and 316, Baldwin County Records.

CO-09-0020-418

Alexander McMillan and E.S.
McMillan, his wife, of
Lauderdale, County, Miss.

To

William O'Neal.

Kind of Conveyance Quit Claim Deed.
Date of Conveyance February 12, 1903.
Date of Acknowledgment Same date.
Before Whom N.P. Lauderdale Co., Miss. (SEAL)
Grantor Married or Single Married.
Separate Acknowledgment of Wife No
Date of Filing for Record October 20, 1903.
Are Names of All Signers in Body of Convey-
ance? Yes.
Consideration, \$1.00.
Recorded in Deed Book 6NS, Page 510.

Conveys

INDEXED, ✓

All right, title, claim, interest, use property and demand at law and in equity in and to Tp. 5S R. 2 E Sec. 19 Sec.

"So that the said Alexander McMillan nor E. S. McMillan his wife, their heirs, or assigns nor any other person or persons in trust for them or in their name or names, or in the right or stead of any of them, shall, will, can or may by any way or means whatsoever hereafter have, claim, challenge or demand any right, title, interest or estate of, in or out of the said premises herein described and released, but that they from all estate, right, title, interest, property, claim and demand of, in, to or out of the said premises or any part thereof are, is and shall be by these presents forever debarred and excluded.

CO-09-0020-418

James W. O'Neal, Mary M. O'Neal,
his wife, Peter McAdams and
Florence McAdams, wife, M. J. H.
O'Neal,

To

Wm. O'Neal.

Kind of Conveyance Quit Claim Deed.
Date of Conveyance September 14, 1903.
Date of Acknowledgment September 24, 1903.
Before Whom N.P. Mobile Co. Ala.
Grantor Married or Single See grantors.
Separate Acknowledgment of Wife No.
Date of Filing for Record October 20,
1903.
Are Names of All Signers in Body of Con-
veyance? Yes.
Consideration, \$5.00.
Recorded in Deed Book 6NS Pages 510-1.

Conveys

INDEXED, ✓

Tp. 5S R. 2E Sec. 19.

Beginning at a point on the East line of said Section 19, 39.90 chains
from SE corner of said Section; thence South 89° West to Mobile Bay; thence
Southwardly along the margin of said Bay 778 feet to the North line of Holy
wood tract; thence Eastwardly along said North line of Hollywood tract to the
East line of said Section; thence Northwardly along the East line of said
Section line to place of beginning, having same width in rear as in front.

5

CO-09-0020-418

John H. Young and P. W. McAdams
Affiants,

As To

W. M. O'Neal.

Kind of Conveyance Affidavit.
Date of Conveyance January 27, 1923.
Date Sworn Same day.
Before Whom N.P. Baldwin Co. Ala.
Date of Filing for Record Oct. 4, 1923.
Recorded in Deed Book 34NS, Page 65.

Conveys

INDEXED.

"That affiants were acquainted with Wm. O'Neal, January 21, 1901, and that he was unmarried on said date."

530

CO-09-0020-418

James W. O'Neal, Mary O'Neal,
his wife, William M. O'Neal,
Hattie O'Neal, Florence McAdam
and Peter W. McAdam, her husband,

To

H. H. Cooper.

Kind of Conveyance Quit Claim Deed.
Date of Conveyance May 20, 1897.
Date of Acknowledgment June 25, 1897.
Before Whom Judge Probate, Baldwin Coun-
ty, Alabama.
Grantor Married or Single See grantors.
Separate Acknowledgment of Wife Yes.
Before Whom Same Official.
Date of Filing for Record June 28, 1897.
Are Names of All Signers in Body of Con-
veyance? Yes.
Consideration, \$1.00
Recorded in Record Book W, Page 624-7.

Conveys

INDEXED.

Tp. 5S R. 2E Sec.19

Bounded on the North by the Public road leading from East to West to the Courthouse and South of McDonald's Store; thence commencing on the East side of the Public Road running on the West side and being in front of McDonald's Store which road leads towards Montrose and run East from said Montrose road on the South line of the said public road leading from the Courthouse in an easterly direction 150 feet, thence South 138 feet 6 inches, more or less so as to reach as far South as the south line of the present courthouse lot, thence run West parallel with the South line of the present courthouse lot 150 feet to the East line of the public road on the West of and front of McDonald's Store, thence run North to place of beginning.

CO-09-0020-418

H. H. Cooper and Matilda
Cooper, his wife,

To

Marshall A. Cooper.

Kind of Conveyance Warranty Deed.
Date of Conveyance March 25, 1902.
Date of Acknowledgment Same day.
Before Whom N. P. Baldwin County, Ala.
Grantor Married or Single Married.
Separate Acknowledgment of Wife No.
Date of Filing for Record April 12, 1902.
Are Names of All Signers in Body of Convey-
ance? Yes.
Consideration, \$1.00.
Recorded in Deed Book 5NS, Page 111.

Conveys

INDEXED.

Tp. 5S R. 2E Sec. 19.

Being a portion of lot purchased by H. H. Cooper from James W. O'Neal recorded Book W, page 624-627, described as follows: Beginning at the Northeast corner of said lot run South 100 feet, thence W. 50 feet, thence North 100 feet, thence East 50 feet to place of beginning, in Section 19, Township 5 South of Range 2 E.

CO-09-0020-418

Marshall A. Cooper and Lucy
Cooper, his wife,

To

Texas Pringle Bates.

Kind of Conveyance Warranty Deed.
Date of Conveyance March 10, 1905.
Date of Acknowledgment Same date.
Before Whom N. P. Hinds Co., Wis. (SEAL)
Grantor Married or Single Married.
Separate Acknowledgment of Wife Yes.
Before Whom N. P. Baldwin County, Ala.
Date of Filing for Record August 11, 1906.
Are Names of All Signers in Body of Convey-
ance? Yes.
Consideration, \$150.00.
Recorded in Deed Book 10NS, Page 597.

Conveys

INDEXED

Tp. 5S R. 2E Sec. 19.

Being a portion of lot purchased by E. H. Cooper from James W. O'Neal,
recorded in Book W, page 624-7, and more particularly described as follows:

Beginning at the Northeast corner of said lot, running thence South
150 feet, thence West 50 feet, thence North 100 feet, thence 50 feet to
place of beginning.

CO-09-0020-418

William O'Neal, widower
Florence McAdam and P. W.
McAdam, her husband,

To

Texas Pringle Bates.

Kind of Conveyance Warranty Deed.
Date of Conveyance August 5, 1917.
Date of Acknowledgment Same date.
Before Whom N. P. Baldwin County, Ala.
Grantor Married or Single See grantor.
Separate Acknowledgment of Wife Yes.
Before Whom Same.
Date of Filing for Record August 16, 1917.
Are Names of All Signers in Body of Convey-
ance? Yes.
Consideration, \$125.00.
Recorded in Deed Book 26NS Page 292.

Conveys

INDEXED,

Tp. 5S R.2E Sec.19

Beginning at the Northeast corner of a lot conveyed by Marshall A. Cooper and wife to Texas Pringle Bates, on March 10, 1905, and recorded in Book 10 NS, pages 579-580, Baldwin County records, thence East 50 feet, thence South 150 feet, thence West 50 feet, thence North 150 feet to place of beginning.

CO-09-0020-418

Texas Pringle Bates and B. F.
Bates, her husband,

To

Emily Cavanac.

Kind of Conveyance Warranty Deed.
Date of Conveyance August 4, 1917.
Date of Acknowledgment Same date.
Before Whom N. P. Pontatoc Co., Okla. (SEAL)
Grantor Married or Single Married.
Separate Acknowledgment of Wife Yes.
Before Whom N. P. Baldwin County, Ala.
Date of Filing for Record August 16, 1917.
Are Names of All Signers in Body of Con-
veyance? Yes.
Consideration, \$500.00.
Recorded in Deed Book 26NS Pages 292-3.

Conveys

INDEXED.

Tp. 5S R. 2E Sec. 19

Beginning at the Northeast corner of a lot conveyed by Marshall A. Cooper and Lucy Cooper to Texas Pringle Bates on March 10, 1905, and recorded in Record Book 10 NS, pages 579-580 Baldwin County records, thence running East 50 feet, thence South 150 feet, thence West 50 feet, thence North 150 feet to place of beginning.

CO-09-0020-418

Emily Cavanac

To

Ella Coster.

Kind of Conveyance Warranty Deed.
Date of Conveyance March 17, 1919.
Date of Acknowledgment Same date.
Before Whom N. P. Baldwin County, Ala.
Grantor Married or Single Widow.
Date of Filing for Record April 21, 1919.
Are Names of All Signers in Body of Conveyance? Yes.
Recorded in Deed Book 28NS Page 192.

Conveys

INDEXED

Tp.5S R.2E Sec.19

Beginning at the Northeast corner of a lot conveyed to Texas Pringle Bates by William O'Neal, et al by deed dated August 3, 1917, thence running South 150 feet, thence West 50 feet, thence North 50 feet, thence West 50 feet, thence North 100 feet, thence East 100 feet to place of beginning.

CO-09-0020-418

Ella Coster and C. E. Coster,
her husband,

To

N. O. Scott.

Kind of Conveyance Warranty Deed.
Date of Conveyance November 7, 1919.
Date of Acknowledgment Same date.
Before Whom N. P. Baldwin County, Ala.
Grantor Married or Single Married.
Separate Acknowledgment of Wife Yes.
Before Whom Same official.
Date of Filing for Record August 6, 1921.
Are Names of All Signers in Body of Con-
veyance? Yes.
Consideration, \$750.00.
Recorded in Deed Book 31NS Page 138.

Conveys

INDEXED.

Tp.5S R.2E Sec.19

Beginning at the Northeast corner of lot conveyed by William O'Neal et al,
by deed dated August 3, 1917, thence South 150 feet, thence West 50 feet, thence
North 50 feet, thence West 50 feet, thence North 100 feet, thence East 100 feet
to place of beginning.

CO-09-0020-418

N. O. Scott and Lottie V.
Scott, his wife,

To

N. W. Gillett and Nettie
Gillett, his wife.

Kind of Conveyance Warranty Deed.
Date of Conveyance July 30, 1921.
Date of Acknowledgment Same date.
Before Whom N. P. & J. P. Baldwin Co., Ala.
Grantor Married or Single Married.
Separate Acknowledgment of Wife Yes.
Before Whom Same official.
Date of Filing for Record August 6, 1921.
Consideration, \$1,000.00.
Recorded in Record Book 51NS Page 137.

Conveys

INDEXED

From Northeast corner of said Section 19, run 1632 feet to School Street, thence West along said street 1901 feet for a point of beginning, thence from a fence corner on the South boundary of said School Street, South 2 degrees West 144 feet.
Thence West 50 feet to a corner.
Thence North 43 feet to a corner.
Thence West 56 feet to a corner.
Thence North to the South boundary of School Street 101 feet.
Thence East along the South boundary of school street 109 feet to the beginning corner.

CO-09-0020-418

Legal Proceedings

IN THE Probate COURT OF Baldwin COUNTY, ALABAMA

IN PROBATE.

Petition for letters of Administration.

Estate of James M. O'Neal, Deceased.

Hon. J. H. H. Smith, Judge of Probate for Baldwin County:

Your petitioner, William M. Oneal, an inhabitant of this state, over twenty-one years of age, respectfully represents that James W. Oneal departed this life intestate on or about the 10th day of December 1912, leaving property in this county and state, to the best of petitioner's knowledge, information and belief of about five hundred dollars, the value of the same not being probably more; that at the time of his death, this decedent owed debts, but your petitioner is not informed of the exact amount thereof; that this decedent was an inhabitant of Baldwin County, Alabama, at the time of his death; that your petitioner is the son of the decedent, James W. Oneal, and that the heirs and distributees of the estate of the said decedent are as follows; Wm. M. Oneal, Florence McAdam, the wife of Peter McAdam and Mary Oneal, the widow of the decedent; that all of said heirs and distributees are over the age of twenty-one years and are of sound mind and reside at Daphne, Ala. in said County of Baldwin.

Wherefore, your petitioner prays that letters of administration upon the estate be granted him according to law, upon his giving the requisite bond and security etc.

(SIGNED) William M. Oneal

Sworn to and subscribed before me this 8th day of February, 1913.

(SIGNED) B. L. Randall

Notary Public, Baldwin County, Alabama.

CO-09-0020-418

Wm O'Neal and Janie O'Neal,
his wife, Florence McAdams
and P W McAdams, her husband

Warranty Deed

None

April 3rd 1916

April 3rd 1916

NP & Ex Officio JP Baldwin Co. Ala

Married

No

May 10th, 1916

Deed

24 NS

415

C. Bertagnolli

No

Yes

Yes

Yes

500.00

None

INDEXED

The following described lands, situated in Baldwin County,
Alabama, Alabama, to-wit:-

Beginning at a point South of the $\frac{1}{2}$ mile
post on the western boundary of Sec. 20
Tp. 5 S R 2 E, run thence west 25 ft to
starting point, thence west 521 ft, thence
S 246.5 ft thence E 521 ft, Thence N 246.5
ft, to starting point, containing 3.08 acres
more or less, lying and being in Sec. 41, of
the Alexander Grant Tp. 5 S R 2 E.

Note, The Estate file of Wm M. O'Neal
is missing it is 278

Note The Book of Claims shows
no claims filed against it.

CO-09-0020-418

Quit Claim Deed

None

April 7th, 1917

7th day of ----1917

Constantine Bertagnolli and

Mary Bertagnolli, husband

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

Married

and wife

Yes

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

April 14th, 1917, 8 AM.,

Deed

25 NS

571

William O'Neal, Florence

Yes

McAdam and Peter W. McAdam

1.00 and to correct description

Yes

None

INDEXED

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

(Other lands) and Description in a deed from Wm. O'Neal and Janie O'Neal his wife, and Florence McAdam and P. W. McAdam her husband, dated April 3, 1916, and Recorded on page 415, Record Book No. 24 N. S. in the Probate Judge's Office Baldwin County, Alabama, as follows: Situated in Baldwin County Alabama, Beginning at a point south of the 1/2 mile post on the western boundary of Sec. 20 Tp 5 S. R 2 E. run thence West 521 ft. to starting point, thence West 521 ft. thence S. 246.5 ft. Thence East 521 ft. Thence N. 246.5 ft. to starting point, containing 3.68 acres, more or less lying and being in Sec. 41 of the Alexander Grant Tp. 5 S. R. 2 E.

CO-09-0020-418

ABTRACTER'S NOTE.

The file in the Estate of
Wm. M. O'Neal is No. 278,
but it is missing from the
Probate Records of Baldwin
County, Alabama.

NOTE:

The Book of Claims shows
no claims filed against the
Estate of Wm. M. O'Neal.

INDEXED.

CO-09-0020-418

ABSTRACTER'S NOTE.

A careful search of the indexes of the Probate Records of Baldwin County, Alabama, shows no conveyance into ELIZABETH S. POMEROY, to any of the lands described in the Caption to this Abstract.

INDEXED.

CO-09-0020-418

Elizabeth S. Pomeroy,

a widow,

Mortgage Deed with Power of Sale.

July 30, 1926

July 30, 1926

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

Daphne State Bank,

August 20th, 1926

a Corporation.

Mtg. 37 11

500.00

Oct. 26th, 1926

INDEXED

All the following described lands situated in Baldwin County, Alabama, to-wit:-

From N. W. Corner of Section 20, Tp. 5 S. R 2 E. run South 2724½ feet and West 25 feet for beginning; Thence South 251 7/10 feet, thence west 519 feet thence north 251 7/10 feet thence East 519 feet to point of beginning, containing 3 acres all being in Section 19 Tp 5 S. R 2 E.

TO HAVE AND TO HOLD the above granted and described premises with the appurtenances unto the said Daphne State Bank, a Corporation, and to its successors and assigns, and to its sole and only proper use, benefits and behoof forever, PROVIDED ALWAYS, and these presents are upon the express conditions, that if the said Elizabeth S. Pomeroy shall well and truly pay to the said Daphne State Bank, a Corporation the sum of Five hundred dollars, as evidenced by a promissory note of even date, herewith payable the 26th day of October, executed by the said Elizabeth S. Pomeroy and Lee S. Pomeroy.

1926

28

42

CO-07-0020-413

Recorded Mortgage Book 37, page 11, - page 2 -

Sale after 30 days notice in a newspaper published in Bay Minette, Alabama, proceeds to apply first to amount due on note with interest on same; second, to payment of costs of sale, including a reasonable attorneys fee, and if there be a surplus, then the balance to be paid over to Elizabeth S. Pomeroy.

(Signed) Elizabeth S. Pomeroy

Note:- The name of Lee S. Pomeroy does not appear in acknowledgment.

Signed by Elizabeth S. Pomeroy only.

INDEXED

Margin Note: For release of this Mtg. see 40 Mtg. page 78.
For release of this Mtg. see 38 Mtg. page 11.

MORTGAGE RELEASE

Recorded Mtg. Book 40, page 78.

STATE OF ALABAMA
BALDWIN COUNTY.

The undersigned mortgagee named in the mortgage dated 30th day of July, 1926 executed by Elizabeth S. Pomeroy to Daphne State Bank to secure the payment of the indebtedness therein mentioned, and recorded in Book 37 of Mortgages, page 11, on file in the office of Judge of Probate of Baldwin County, Alabama, has received from the mortgagors named in said mortgage full payment and satisfaction of the debt thereby secured, and the said mortgage is hereby cancelled and discharged of record this 14 day of February, 1927.

Daphne State Bank
By R. D. Latady, Vice Pres.
Mortgagee

Acknowledged February 14th, 1927 before N.P. Baldwin Co. Ala., (S)
Filed April 6, 1927 at 8 A. M.
Recorded April 7, 1927.

G. W. Humphries, Judge of Probate

Does not state with full authority, etc.

CO-09-0020-418

Elizabeth S. Pomeroy,
a widow,

Mortgage Deed with Power of Sale.

August 23rd, 1926

August 23rd, 1926

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

Daphne State Bank,
a Corporation

November 26th, 1926

Mtg 38 11-12

850.00 See Recital

INDEXED.

All the following described lands situated in Baldwin County, Alabama, to-wit:

From N. W. Corner of Section 20, Tp. 5 S. T 2 E. run South 2724½ feet and West 25 feet for beginning; Thence South 251 & 7/10 feet, thence West 519 feet, thence North 251 & 7/10 feet, thence East 519 feet to point of beginning, containing 3 acres, all being in Section 19, Tp. 5 S. R 2 E.

TO HAVE AND TO HOLD the above granted and described premises with the appurtenances unto the said Daphne State Bank, a Corporation, and to its successors and assigns, and to its sole and only proper use, benefits and behoof forever, PROVIDED ALWAYS, and these presents are upon the express conditions, that if the said Elizabeth S. Pomeroy shall well and truly pay to the said Daphne State Bank, a Corporation the sum of Eight hundred and fifty dollars, as evidenced by a promissory note of even date, herewith payable the 21st day of November 1926, executed by the said Elizabeth S. Pomeroy and Lee S. Pomeroy.

CO-09-0020-418

Mortgage Book 38, Pages 11-12,

- page 2 -

Sale after 30 days notice in a newspaper published in Bay Minette, Alabama, proceeds to apply first to amount due on note with interest on same; second, to payment of costs of sale, including a reasonable attorneys fee, and if there be a surplus, then the balance to be paid over to Elizabeth S. Pomeroy.

(Signed) Elizabeth S. Pomeroy.

Note:- The name of Lee S. Pomeroy does not appear in acknowledgment

Signed by Elizabeth S. Pomeroy only.

Margin Note:-

For release of this Mortgage see 40 Mtg. pg. 78.

INDEXED

MORTGAGE RELEASE

Recorded in Mtg. Book 40; page 78.

STATE OF ALABAMA
BALDWIN COUNTY.

The undersigned mortgagee, named in the Mortgage dated 23rd day of August 1926 executed by Elizabeth S. Pomeroy to Daphne State Bank, to secure the payment of the indebtedness therein mentioned, and recorded in Book 38 of Mortgages, pages 11 & 12, on file in the office of Judge of Probate of Baldwin County, Alabama, has received from the mortgagors named in said Mortgage full payment and satisfaction of the debt thereby secured, and the said mortgage is hereby cancelled and discharged of record this 14 day of February, 1927.

Daphne State Bank
By R. D. Latady, Vice Pres.
Mortgagee.

Acknowledged February 14, 1927 before N.P. Baldwin Co., Ala., (S)
Filed April 6, 1927 at 8.00 A. M.
Recorded April 7th, 1927.

G. W. Humphries, Judge of Probate.

Page No. 45

Does not state with full authority, etc.

C.O.-09-0020-418

Elizabeth S. Pomeroy,
a widow,

Mortgage

January 17th, 1927

January 21st, 1927

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

Daphne State Bank,
a Corporation.

February 10, 1927, 8.00 AM

Mtg 37 469

1000.00

May 21st, 1927

INDEXED

All the following described lands situated in Baldwin County, Alabama, to-wit:-

From the N. W. Corner of Sec. 20 Tp. 5 S. R 2 E. Run South 2724½ feet and thence West 25 feet for beginning; thence South 251 7/10 feet, thence W. 519 feet, thence North 251 7/10 feet, thence East 519 feet to pt. of beginning, Containing 3 acres all being in Section 19, Tp. 5 S. R 2 E.,

Sale after 30 days notice in a newspaper published in Bay Minette, Alabama, proceeds to apply first to amount due on note with interest on same; second, to payment of costs of sale, including a reasonable attorneys fee, and if there be a surplus, then the balance to be paid over to Elizabeth S. Pomeroy.

46

CO-09-0020-418

Warranty Deed

None

Elizabeth S. Pomery,

January 5, 1928

January 5, 1928

a widow,

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

Single

February 17 1928, 8 A.M.

Deed

44 NS

362

Daphne State Bank

Yes

Yes

As shown

as sive

1100.00

Yes

None

INDEXED

"the following described Real Estate situated in the County of Baldwin and State of Alabama, to-wit:-

From the Northwest corner of Section 20, Township 5 South, Range 2 East, run South on the Section line in the center of the State Aid Road Two Thousand Seven Hundred Twenty Four and one half feet and West twenty-five feet for a point of beginning. Thence South eighty-eight degrees, thirty-five minutes West, Five Hundred nineteen feet; thence South Two Hundred Fifty-one and seven tenths feet; thence North eight-eight degrees, thirty-five minutes East Five Hundred nineteen feet to the West margin of the State Aid Road; thence North along said margin two hundred fifty-one and seven tenths feet to the point of beginning, containing three acres. Variation used four degrees, thirty minutes East of North, in section 41, Township 5 South, Range 2 East, Francis Alexander Grant.

(Signed) Elizabeth S. Pomeroy

Acknowledged Elizabeth S. Pomeroy.

CO-09-0020-418

Recorded Mortgage Book 44, page 338.

AGREEMENT

Agreement between Bank of Fairhope and Daphne State Bank for liquidation of assets and liabilities of said Daphne State Bank.

Bank of Fairhope agrees to take over all assets real and personal etc., wheresoever situated.

Signed by directors and officials of both banks and acknowledgment is in Corporate form.

INDEXED

CO-09-0020-418

Statutory Warranty Deed.

None

DAPHNE STATE BANK, a

April 23rd, 1929.

corporation

April 27th, 1929

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

a corporation

May 7th, 1929 at 8 AM

Deed

47 NS

125-26

BANK OF FAIRHOPE, a

Yes

corporation

Yes

Yes

1.00 and other val. cons.

Yes

None

INDEXED.

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

From the Northwest corner of Section 20, Township 5 South, Range 2 East, run South on the Section line in the center of the State Aid Road Two Thousand Seven Hundred Twenty Four and one half feet and West twenty-five feet for a point of beginning. Thence South eighty-eight degrees, thirty-five minutes West, Five Hundred nineteen feet; thence South Two Hundred Fifty-one and seven tenths feet; thence North eight-eight degrees, thirty-five minutes East Five Hundred nineteen feet to the West margin of the State Aid Road; thence North along said margin two hundred fifty-one and seven tenths feet to the point of beginning containing three acres. Variation used four degrees, thirty minutes East of North, in section 41, Township 5 South, Range 2 East, Francis Alexander Grant.

ATTEST :

A D Bertagnolli, Its Cashier.

DAPHNE STATE BANK,
D. P. Eddings, Its President

49

DAPHNE STATE BANK, a
corporation

BANK OF FAIRHOPE, a
corporation.

CO-09-0020-418

Warranty Deed

None

Bank of Fairhope

June 4th, 1937

June 4th, 1937

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

June 7th, 1937

Deed

62 NS

229

Miss Catherine Federle

Yes

Yes

Yes

1.00 and other val. cons.

Yes

None

INDEXED

"the following described Real Estate situated in the County of Baldwin and State of Alabama, to-wit:-

From the Northwest corner of Section 20, Township 5 South, Range 2 East, run South on the Section line in the center of the State Aid Road Two Thousand Seven Hundred Twenty Four and one half feet and West twenty-five feet for a point of beginning. Thence South eighty-eight degrees, thirty-five minutes West, Five Hundred nineteen feet; thence South Two Hundred Fifty-one and seven tenths feet; thence North eight-eight degrees, thirty-five minutes East Five Hundred nineteen feet to the West margin of the State Aid Road; thence North along said margin two hundred fifty-one and seven tenths feet to the point of beginning, containing three acres. Variation used four degrees, thirty minutes East of North, in section 41, Township 5 South, Range 2 East, Francis Alexander Grant.

BANK OF FAIRHOPE
By M.F.F. NORTROP (L.S.)
Pres.

By KIRBY WHARTON (L. S.)

Cashier

57

STATE AND COUNTY TAXES.

- 1934: Tax Assessors Book A-G, Page 41, Beat 10. Bank of Fairhope, #1. From the N.W. corner of Sec. 20, Tp. 5 S, R 2 E, run S on the Sec. line in the center of the State Aid Road 2724 $\frac{1}{2}$ feet and W 25 feet for a point of beginning, thence S 88 deg, 35 minutes W 519 feet; thence W 251 7/10 feet; thence N 88 deg 35 minutes E 529 feet to the W margin of the State Aid Road; thence N along said margin 251 7/10 feet to the point of beginning, containing 3 acres. Variation used four deg, 35 minutes E of N, in Sec 41, Tp. 5 S, R 2 E, Francis Alexander Grant.
Marked Pd.
- 1935: Tax Assessors Book A-G, Page 41, Beat 10. Bank of Fairhope.
Description same as above.
Marked Pd.
- 1936: Tax Assessors Book 1, Page 48, Beat 10. Bank of Fairhope, #1.
Description same as above.
Marked Pd.
- 1937: Tax Assessors Book 1, A thru G, Page 50, Beat 10. Bank of Fairhope, #1.
Description same as above.
Marked Pd.
- 1938: Tax Assessors Book 8, Page 153, Beat 8. Catherine Federle.
2724 $\frac{1}{2}$ feet omitted otherwise
description same as above.
Marked Pd.
- 1939: Tax Assessors Book 1, Page 455, Beat 10. Catherine Federle. From the N. W. corner of Sec. 20, Tp 5 S, T 2 E, run S on the Sec line in the center of the State Aid Road 2724 $\frac{1}{2}$ feet and W 25 feet for a point of beginning. Thence S 88 deg 35 minutes W, 519 feet; thence S 251 7/10 feet; thence N 88 deg, 35 minutes E 519 feet to the W margin of the State Aid Road; thence N along said margin 251 7/10 feet to the point of beginning, containing 3 acres. Variation used four deg, 35 minutes E of N, in sec. 41, Tp. 5 S, R 2 E, Francis Alexander Grant.
Not due until October 1st, 1939.

CO-09-0020-418

TOWN TAXES OF DAPHNE, ALABAMA

NO REPORT.

CO-09-0020-418

SPECIAL ASSESSMENTS OF THE TOWN
OF DAPHNE, ALABAMA

N O N E.

CO-09-0020-418

C E R T I F I C A T E

I, Harry H. Parker, Licensed Abstractor 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 instruments of record, affecting the titles 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 last five years~~ except as herein noted.

Dated at Fairhope, Alabama, on the 22nd day of August, A. D., 1939, at 4.00 o'clock. P. M.

HHP
Licensed Abstractor

CO-09-0020-418

PROBATE COURT PROCEEDINGS in the ESTATE of JAMES M. O'NEAL, Deceased.

- Page 2 -

State of Alabama,)
) Court of Probate.
Baldwin County.)

LETTERS OF ADMINISTRATION.

Letters of administration de bonis non on the estate of James M. O'Neal, are hereby granted to Florence McAdams, who has duly qualified and given bond as such administrator, and is authorized to administer such estate.

Witness my hand, and dated this 15th day of March A.D., 1918.

(SIGNED) JAMES M. VOLTZ
Judge of Probate.

CO-09-0020-418

PROBATE COURT PROCEEDINGS in the ESTATE of JAMES O'NEAL, Deceased.

- Page 3 -

IN THE MATTER OF)	IN THE
ESTATE OF JAMES O'NEAL,	(PROBATE COURT OF BALDWIN COUNTY,
Deceased.	(ALABAMA.
)	

TO THE HONORABLE JAMES M. VOLTZ, JUDGE OF SAID COURT:

Comes FLORENCE McADAM, an inhabitant of Daphne, Baldwin County, Alabama, over the age of twenty-one years, and shows that JAMES O'NEAL departed this life intestate and that subsequent to the death of the decedent, WILLIAM. M. O'NEAL, was on the 15th day of March, 1913, appointed administrator of the estate by this Honorable Court; that before completing said administration, William M. O'Neal departed this life on February 13th, last, without having made final settlement of his administration.

Petitioner further shows that she is now the only surviving heir of the late James O'Neal, being a daughter, and is also the sister and only surviving heir of William O'Neal; that she is the sole distributee of the estate of James O'Neal, and legally entitled to administer thereon; WHEREFORE, she prays that letters of administration upon the goods of the estate of James O'Neal, yet unadministered, be issued to her upon execution, by her, as such bond as the Court may determine.

FLORENCE McADAM.
Petitioner.

Subscribed and sworn to before me this the 28th day of February, 1918.

C.E. Wilkins & Ex Officio J.P.

Notary Public, Baldwin County, Ala.

CO-09-0070-418

PROBATE COURT PROCEEDINGS in the ESTATE of JAMES O'NEAL, Deceased.

- Page 4 -

LETTERS OF ADMINISTRATION.

The State of Alabama,)
 (
Baldwin County.) Court of Probate.

Letters of Administration on the estate of William M. O'Neal, are hereby granted to Florence O. McAdams, who has duly qualified and given bond as such administratrix, and is authorized to administer such estate.

Witness my hand, and dated this 11th day of May A.D., 1918.

JAS. M. VOLTZ.
Judge of Probate.

PROBATE COURT PROCEEDINGS in the ESTATE OF JAMES O'NEAL, Deceased.

- Page 5 -

TO THE HONORABLE JAMES M. VOLTZ,
JUDGE OF PROBATE COURT,
BALDWIN COUNTY, ALABAMA.

Your petitioner, FLORENCE O. MCADAM, a resident of Daphne, Baldwin County, Alabama, over the age of Twenty-one years, respectfully represents that WILLIAM M. O'NEAL, a resident of the County of Baldwin, departed this life intestate on the thirteenth day of February, 1918, leaving property in this State, to the best of petitioner's knowledge and belief, of about the annual rental value of Three hundred thirty dollars and not probably more; that petitioner is the sisister, next of kin, and only heir of the said decedent, and entitled to letters of administration which she prays may be granted to her according to law upon giving requisite bond.

RICKARBY, AUSTILL & BEEBE,
Attorneys for Petitioner.

STATE OF ALABAMA)

BALDWIN COUNTY)

Before me, Cornelia Hall, a Notary Public in and for the said State and County, this day personally appeared W. C. Beebe, who being by me duly sworn deposes and says that he is one of the attorneys for petitioner, Florence O. McAdam, in the foregoing petition; that he is informed of the contents of said petition and that the facts therein stated are true.

(SIGNED) W. C. Beebe.

Sworn to and subscribed before me on this 9th day of May, 1918.

(SIGNED) Cornelia Hall,
Notary Public, Baldwin
County, Alabama.

CO-09-0020-418

PROBATE COURT PROCEEDINGS in the ESTATE of JAMES O'NEAL, Deceased.

- Page 6 -

STATE OF ALABAMA,)
 (
BALDWIN COUNTY.)

PROBATE COURT.

LETTERS OF ADMINISTRATION.

On the estate of James W. O'Neal, deceased, are hereby granted to William M. O'Neal who has duly qualified and given bond as such Administrator, and is authorized to administer such estate.

Witness my hand, and dated this 15th day of March, 1913,

J. H. H. SMITH
Judge of Probate.

C0-09-0020-418

This certifies that the following is a true description of land in Fractional Section Nineteen, Township Five South, Range Two East of the Dinsmoor Survey of Baldwin County, Alabama, and owned by N. O. Scott.

From the northeast corner of said Section 19, run south 1632 feet to School Street, thence west along said street 1901 feet for a point of beginning:

Thence from a fence corner on the south boundary of said School Street, south 2 degrees west 144 feet:

Thence west 50 feet to a corner:

Thence north 43 feet to a corner:

Thence west 56 feet to a corner:

Thence north to the south boundary of School Street 101 feet:

Thence east along the south boundary of School Street 109 feet to the beginning corner.

The lot described contains 29/100 acres more or less.

(SIGNEL) P. A. Parker,
Surveyor.

Daphne, Ala., August 4, 1920.

Filed Sept. 6th, 1921
31 NS page 206 ?

60-09-0020-418

C E R T I F I C A T E

I, W. C. Beebe, lawyer, hereby certify that the foregoing items numbered 1 to 39, inclusive, comprise a full and complete abstract of the records of Baldwin County, Alabama, to date, insofar as the same relate to the lands described in the caption.

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

Dated at May Minette, Alabama, this the 30th day of January, 1925.

W. C. Beebe

Lawyer.

CO-09-0020-418

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

I, Harry H. Parker, Licensed Abstractor 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 instruments of record, affecting the titles to the lands in question, except such as are noted in the foregoing pages, numbered 1 to 47 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 except as herein noted.

Dated at Fairhope, Alabama, on the 12th day of March, A. D., 1945, at 4:30 o'clock, P. M.

Licensed Abstractor.

1. Title Page.
 2. Field and Bank Map Page.
 3. River State Papers, Vol 3, Page 34. See 41 T5S2E
 4. Tract 1, 194, Entry, U. S. to Francis Alexander
 5. Map, Private Land Gr. 101 of Francis Alexander Gr. 441
 LANDS OF CATHERINE FEDERLE,
 6. Field Notes of Francis Alexander Grant
 7. Plat Book 1, Baldwin Co. P.S. Photo IN BALDWIN
 Map Part of T5S2E. DESCRPTION
 8. Typing or same
 9. Recd "E" 332-333, U. S. Patent to Mrs of Fran-
 10. Deed 36NS514-515. Latus from Gen Ld Office
 "From the Northwest corner of Section 30, Township 5 South, Range 2 East,
 run South on the Section line in the center of the State Aid Road Two Thousand
 Seven Hundred Twenty Four and one half feet and West twenty-five feet for a
 point of beginning. Thence South eight-eight degrees, thirty-five minutes
 West, Five Hundred nineteen feet; thence South Two Hundred Fifty-one and seven
 tenths feet; thence North eight-eight degrees, thirty-five minutes East Five
 Hundred nineteen feet to the West margin of the State Aid Road; thence North
 along said margin two hundred fifty-one and seven tenths feet to the point
 of beginning, containing three acres. Variation used four degrees, thirty
 minutes East of North, in section 41, Township 5 South, Range 2 East, Francis
 Alexander Grant.
 regarding location Dec. 1904,
 12. NOTE. No Estate of Francis Alexander
 or Francis Alexander, Dec. in Baldwin Co.
 13-14 Recd "A" 310-311. Deed, Alexander
 by Adms to J. Vail, 3/3 Sec 41-5S2E.
 15-16 Recd "A" 348-349-Deed, Alexander
 by Adms to J. Vail, 2/3 Sec 41-5S2E,
 17 NOTE. about 1/3 being N 1/3 ABSTRACT
 18-19 "D" 388-389. Deed. Wm MacMillan
 to J. Irwin. Sec 41 Baldwin Co. L. Stork
 21- NOTE. No out of J Irwin
 22-27 ESTATE of Wm MacMillan Dec.
 28-29 "I" 686-687 Deed J O'Neal to Mary
 O'Neal Et al 30 ac near Res of
 Wm MacMillan
 30 "Q" 299-305. Deed, MacMillan Mrs
 to Wm O'Neal
 31 6NS-510-511 Deed. J O'Neal to W O'
 Neal 39, 90 ac N of SE Cor Sec 19,
 178 feet wide
 32 6NS-510. Deed, A Mc Willam to
 EXCEPTIONS AND RESERVATIONS:
 Wm O'Neal Sec 19 5S2E.
 33 6NS 509. Deed W. Vail to W O'Neal
 See 19 5S2E
 34-35 P Misc "G" Baldwin Co. Mary O'Neal
 Insane.
 36- 55NS-302. Affidavit, Re O'Neal Mrs.
 PAGE No. 1
 37- 56NS 306, " " " "
 38- 24NS 415, Deed. O'Neal to C Bartagnolli
 Captina.

39- 25NS571, Deed C Bartagnolli to
 W O'Neal, Correction Deed.
 40- NOTE about Wm O'Neal estate file
 OF TITLE
 41 NOTE. No deed to F S Pomroy
 42-43 37 Mtg-11- Mtg " " to D
 State Bank. Caption
 Released. 40 Mtg 78,
 44-45 38 Mtg 11-12 Mtg, Same to Same,
 COUNTY, STATE OF ALABAMA
 Released 40 Mtg-78,
 46 37 Mtg 469. Mtg Same to Same
 Uncancelled
 47 44NS 362, Deed Same to Same
 48 44 Mtg 338, Agreement D State Bank
 to Bank of Fairhope,
 49 47NS-125-126. Deed Same to
 Same. &
 50 \$
 51 62NS-229, Deed, Bank of Fairhope
 to M. C. Hesterle Caption.
 52- TAXES
 53- " T of Daphne No Report
 54- Special Assessments
 Cert, Aug. 22, 1939, 4PM H&H.

TOTAL ACREAGE OF CAPTIONED PROPERTY 3.00.

EXCEPTIONS AND RESERVATIONS:

CO-09-0020-418

- 1- Title Page
- 2- Fed Ld Bank Page
- 3- Tract 1-1940
- 4- Amst St Paf-3-34
- 5- Private Ld quit-10
- Lands of
- 6- U.S. Photo Map
- 7- E-332-333
- 8- 36NS-514-515
- 9- " " " "
- 10- Voto Pm Pm in Bald Co

45-46 Mts 26-
 47-49 26 Mts 62-63
 50 Sales 6-24
 51-53 5NS-446-447
 54 Sales 6-95

CAPTION
 ABSTRACT OF TITLE
 OF
 MRS. RUDOLPH KLASS, JR.
 IN BALDWIN
 County, State of Alabama
 DESCRIPTION

From the N.W. corner of Section 20 T-5-S of R-2 E running south on the Section Line 2724 feet to the intersection of said Section Line or center-line of paved Highway and the south side of a 30 ft. road known as McAdam Street. From the centerline of paved Highway run West 1305 feet along south side of said 30 ft. road to a point of beginning. Thence run West 300 ft. thence South 330 ft. thence East 300 ft. thence North 330 ft. to the point of beginning.

- Francis or Franklin
- Alexander
- 1-12 A-310-311
- 3-14 A-348-349
- 5- Note abt F Alex
- under widow N 1/2 grant
- 6- "D" 8-9
- 7- "C" 103
- 8- "D" 388-389
- 9- Note No out
- M Joss Irwin

- 20-23- E of Wm McMullen
- 24 "I" 564-5
- 25 "I" 686-687
- 26 "I" 12
- 27 "I" 299
- 28 6NS-510

ABSTRACT NO. 530.

Total acreage of captioned property _____

- 29 6NS-509
- 30 6NS-510-511
- 31 34NS-65
- 32-38 Estate of James F
- Exceptions and Reservations:
- Wm O'Neal
- 39 Wm O-343
- Probate Court
- 40 55NS-302
- 41 56NS-306
- 42-43-30NS-28

44 Corp 2-157-158

CO-09-0020-418

Regarding Daphne Manufacturing Company

DECLARATION OF INCORPORATION.

RECITES;

Incorporated under the laws of the State of Alabama to conduct business of manufacture and sale of clay products, etc, etc.

Location, at Daphne, Alabama.

Authorized capital stock is Ten Thousand Dollars divided into One Hundred shares, par value of One Hundred Dollars each, The amount of paid in capital stock will be four thousand and two hundred dollars.

Incorporators and number of shares subscribed by each are;

Peter W. McAdam, Daphne, Alabama,	20	shares
H. W. Gillett, Daphne, Alabama,	20	shares
E. G. Rickarby, Mobile, Alabama,	1	share
Joseph Pose, Daphne, Alabama,	1	share

The officers of the Company shall be President, Vice President and Secretary, and a Board of Four Directors, of which Board at least the President and Vice President shall be members

Officers chosen;

Peter W. McAdam,	President.
E. G. Rickarby,	Vice President.
H. W. Gillett,	Secretary.

FILED; August 13, 1920.

RECORDED; Book No. 2 of Corporations, Pages 157-8.

CO-09-0020-418

LEGAL PROCEEDINGS

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

IN EQUITY.

WILLIAM M. CARROLL,

COMPLAINANT,

VS.

DAPHNE MASONIC CLUB, ET ALS,

RESPONDENTS.

Recorded in Lis Pendens Vol. 2, Pages 41-42.

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.

WILLIAM M. CARROLL,) IN THE CIRCUIT COURT OF
COMPLAINANT,) BALDWIN COUNTY, ALABAMA.
VS) IN EQUITY
DAPHNE MASONIC CLUB, ET ALS,)
RESPONDENTS.)

It having been made to appear in the above cause by the affidavit of Hubert M. Hall, as Solicitor of record for the Complainant, that the members of Daphne Masonic Club and their addresses are unknown, and that the names and addresses of the Heirs, Devisees, and personal representatives of Frances Alexander, John Vail, Jacob Height, Samuel Acre, Wm. McMillan, Thomas Irwin, Alexander McMillan and William J. Newbold, are unknown, That William M. Carroll owns in fee simple the following described land in Baldwin County, Alabama, to-wit:

Start at a point 2255.5 feet south of the Northwest corner of section 20, township 5 south of range 2 east, thence south on a variation of four degrees and sixteen minutes east 60 feet thence west on a variation of four degrees and thirty minutes south 182 feet, thence north on a variation of four degrees and sixteen minutes east 60 feet, thence east on a variation of four degrees and thirty minutes north 182 feet, to the point of beginning, containing one-fourth acre, more or less, and being in section 19, township 5 south of range 2 east;

having acquired the same by purchase from H.P. Frederick and Elsie Frederick by deed dated January 14th, 1946, and of record in the office of the Probate Judge of Baldwin County, Alabama, in Deed Book 102 NS, page 398-9, that the title to said lands stands upon the records in the office of the Probate Judge of Baldwin County, Alabama, in the name of William M. Carroll, that no person has paid any taxes upon said land, or been in possession, thereof within ten years next preceding the filing of this bill of complaint, other than William M. Carroll, and H.P. Fredericks, Elsie Fredericks, Pearl M. N. Davis, R. Dana Davis, Hattie Belle Davis, and Roy Newbold.

IT IS THEREFORE ORDERED and notice is hereby given that the said Respondents Daphna Masonic Club, the unknown members of the Daphne Masonic Club, the unknown heirs, devisees and personal representatives of Francis Alexander John Vail, Jacob Height, Samuel Acre, Wm. McMillan, Thomas Irwin, Alexander McMillan, and William J. Newbold, and any other person, firm or corporation claiming any title to, interest in, lien or incumbrance upon the said land herein described, or any part or parcel thereof, appear in Court and plead, answer or demur to this bill of complaint on or before the, 4th day of May, 1946, on upon then having failed to do so upon the expiration of 30 days from said date, a decree pro confesso will be taken against them.

IT IS FURTHER ORDERED that this order and notice be published in the Baldwin Times, a Newspaper published at Bay Minette, Alabama, once a week for 4 consecutive weeks.

IN WITNESS WHEREOF, I R. S. DUCK, Register have hereunto set my hand and seal of office on this the 2nd day of April, 1946.

(Circuit Court Seal)

R. S. Duck
Register, Circuit Court, Baldwin
County, Alabama.

STATE OF ALABAMA)
BALDWIN COUNTY) I, R. S. Duck, Register of the Circuit Court of Baldwin County, Alabama, hereby certify that the above is a full, true, correct and complete copy of notice given by publication in the Baldwin Times, a newspaper published at Bay Minette, Alabama, in the cause of William M. Carroll, Complainant, VS Daphne Masonic Club, et als, Respondents, and filed in the office of the Judge of Probate of Baldwin County, Alabama, the county in which said land lies, in accordance with the provisions of the laws of the State of Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office on this the 2nd day of April, 1946.

R. S. Duck
Register Corcuit Court of
Baldwin County, Alabama.

STATE OF ALABAMA, BALDWIN COUNTY
Filed April 2, 1946, 3 PM W R Stuart Judge of Probate L S W

CO-09-0020-418

1944 TAXES

Tax Assessors Book, Beat 6, Book 1, Page _____
Assessed to Mrs. Alice McD. Costello.

NW $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec 9, T.5.S.R.2.E. 40 Ac.

Lot in Daphne, bd on N & E by Dryers Land, W. by Public Rd & S. by
Estate of Mrs Alice McD Costello.

Lot in Daphne bnd on E. by Episcopal Church, S. by P/R. W. by P/R
N. by Alice McD Costello.

1 ac bnd. on S. formerly owned by Mrs S. E. Turner W. by Hiway, N
formerly owned by Gallagher, E. formerly owned by Mrs S E Turner

NOT DUE UNTILL OCTOBER 1, 1944.

CO-09-0020-418

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

I, Harry H. Parker, Licensed Abstractor 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 titles to the lands in question, except such as are noted in the foregoing pages, numbered 1 to ~~5~~ inclusive, which pages compose a full, true and complete Abstract of Title to the said lands, according to said indexes, *see Nov 20 1943*

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, *see Nov 2 1907 at 741*

I further certify that there are no State and County taxes due, nor any tax sales unredeemed except as herein noted, *see Nov 2 1907*

³ Dated at Fairhope, Alabama, on the 14th day of June, A. D., 1944, at 4:30 o'clock P. M.

~~2nd Certif to Abs # 523 & 522.~~
2nd Certif to Abs # 523 & 522
See 41758 P 2 E
Castello & Hotel Trust

Licensed Abstractor.

CO-09-0020-418

Alabama No. 8

LEGAL PROCEEDINGS

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

IN PROBATE.

HATTIE CROW COUNCIL, Deceased,

ESTATE OF.

XsXX

LAST WILL AND TESTAMENT:

INDEXED.

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.

I, Hattie Crow Council, of Daphne, in the County of Baldwin and State of Alabama, being of sound mind and memory, and considering the uncertainty of this frail and transitory life, do therefore, make, ordain, publish and declare, this to be my last Will and Testament:

First, I order and direct that my Executor, hereinafter named, pay all my just debts and funeral expenses as soon after my decease as conveniently may be.

Second, After payment of such funeral expenses and debts, I give, devise and bequeath my estate as follows:-

The entire estate to be divided equally between my four children, R. J. Council, A. C. Council, Hazel Council and Mrs. H. B. Nabors and I appoint my two sons, R. J. Council and A. C. Council to be my Executors, without bonds, with full power to sell, mortgage, lease or in any other manner to dispose of the whole or any part of my estate.

The Federal Land Bank of New Orleans TRANSFERS OF TITLE

United States

 GRANTOR.

TO

Thomas Durnford.

 GRANTEE.

Kind of Conveyance Entry.
 Any Reservation to Grantor None.
 Date of Conveyance None.
 Date of Acknowledgment None.
 Before Whom _____
 Grantor Married or Single _____
 Separate Acknowledgment of Wife _____
 Before Whom _____
 Date of Filing for Record _____
 Recorded in Tract Book No. 1 Page 104.
 Dower or Homestead Conveyed Properly _____
 Is it Properly Indexed? Yes.
 Are Names of All Signers in Body of Conveyance? _____
 Consideration \$ Cert.#64. Is it Paid? Yes.
None.
 WITNESS } _____

DESCRIPTION OF PROPERTY CONVEYED

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

Private Claim. Section 42, Township 5 South Range 2 East, St. Stephens Meridian, State of Alabama, containing 202.65 Acres.

Entire Section 202.65 Acres.

CO-09-0020-4/B

Plat Book #1, Baldwin County, Alabama, Photolithographic Maps of United States Surveys, showing Section 42, Thos. Durnford Grant, Fl.T.S.S.R.2. East, Land District Southern Part of Alabama.

MOBILE BAY	19	20
	58.50	
	Tho. ^s Durnford	
	Ac. 202.65	29
	34.00	
	Sec. 42.	

CO-09-0020-418

Recorded in Deed Book 39NS, Page 571.

No. 22651
UNITED STATES OF AMERICA
DEPARTMENT OF STATE

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

I CERTIFY That the document hereunto annexed is a true copy from the original in the archives of this Department.

IN TESTIMONY WHEREOF I, Frank B. Kellogg Secretary of State, have hereunto caused the Seal of the Department of State to be affixed and my name subscribed by the Chief Clerk of the said Department, at the City of Washington, in the District of Columbia, this twenty-eighth day of August, 1926.
(SEAL)

(SIGNED) Frank B. Kellogg
Secretary of State.
By E. J. Ayers
Chief Clerk.

(PRIVATE - No. 110-69th CONGRESS)
(H. R. 8482)

An Act to relinquish the title of the United States to the land in the claim of Thomas Durnford, situate in the county of Baldwin, State of Alabama.
BE IT ENACTED BY THE SENATE AND HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA IN CONGRESS ASSEMBLED, That all the right, title, and interest of the United States in and to section 42, all in township 5 south, range 2 east of Saint Stephens Meridian, Baldwin County, Alabama, containing two hundred and two and sixty-five one-hundredths acres, as shown on a plat of survey made by James Dowell, Deputy surveyor, approved on February 25, 1850, by William Brown, principal deputy surveyor of public lands, and segregated thereon as the claim of Thomas Durnford be, and the same is hereby, released, relinquished, and confirmed by the United States to the equitable owners of the equitable titles thereto and to their respective heirs and assigns forever, as fully and completely, in every respect whatever, as could be done by patents issued according to law; PROVIDED, That this Act shall amount only to a relinquishment of any title that the United States has, or is supposed to have, in and to any of said lands, and shall not be construed to abridge, impair, injure, prejudice, or divest in any manner any valid right, title, or interest of any person or body corporate whatever; the true intent of this Act being to concede and abandon all right, title, and interest of the United States to those persons, estates, firms, or corporations who would be the equitable owners of said lands, by reason of long continuous possession under color of title with claim of ownership, or otherwise, under the laws of Alabama including the laws of prescription and limitation, in the absence of the said interest, title, and estate of the United States.

Approved, June 7, 1926.

Filed for record Oct. 2nd 1926 at 8 A.M.

Recorded Oct. 6th 1926.

W. D. Stapleton, Judge of Probate.

ARTHUR C. EPPERSON

Candidate For

CIRCUIT SOLICITOR

28th Judicial Circuit

BALDWIN COUNTY

I Will Sincerely Appreciate Your Vote
and Support

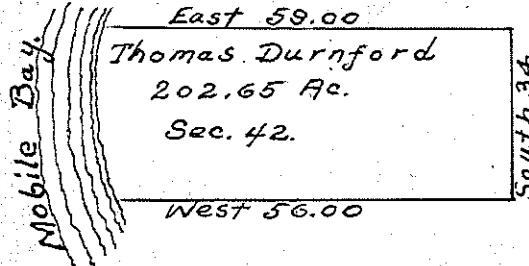
Subject to Action of the Democratic Primaries May 4, and June 1, 1954

P.D. POL. ADV. BY ARTHUR C. EPPERSON, FOLEY, ALA.

CO-09-0020-418

Private Land Grants 1839. Baldwin Co., Page 102.

Section 42, Township 5. south, Range 2, East. St Stephens Land District.



Pursuant to an order from the principal deputy Surveyor of the land districts east of the Island of New Orleans, and in conformity with certificate No. 17, from the commissioners appointed under authority of the Act of Congress approved April 25, 1812, and recognized by a subsequent Act of March 3, 1819, I have surveyed a tract of land claimed by Thomas Durnford, situate on Mobile Bay in the State of Alabama, being section 42, Township 5, of Range 2 East of the basis Meridian and South of the 31st degree of latitude, and bounded as follows:

Beginning at a post on the west margin of said Bay of Mobile, and running thence East 59.00 ch, to a post corner to sections 18, 19, 20 & 21; thence South 34.00 ch to a post, and marked a pine tree; thence West 56.00 ch to a post on the margin of said bay, thence traverse the bay, as follows; N 20 W. 12.50 ch, N 5.30 W, 7.50 ch, N 10 E, 18.00 ch to the place of beginning; containing 202.65 Acres, and having such shape, form and marks, natural and artificial, as are contained in the above plat and description.

February 25, 1830.

James Dowell,

Deputy Surveyor.

Examined and Approved,
William Brown,
Principal Deputy Surveyor.

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American State Papers Volume 3,
Page 34.

Regarding Thomas Durnford.

Register of claims to land in the district east of Pearl river, in Louisiana, founded on private conveyances, which have passed through the office of the Commandant, but founded, as the claimant supposes, on grants lost by time or accident.

Claim Number. 64.
By whom claimed. Thomas Durnford.
Original claimant. Durnford.
Where situated. Mobile bay.
Quantity claimed. Front ____ Deep ____ Area in arpents 200. Area in acres. ____.
Cultivation and inhabitation. ____.

WILLIAM CRAWFORD, Commissioner.

Remarks. -- Though the original grants, upon which the preceding claims are founded, have been lost, yet it is conceived that the claims to such lands, not exceeding a reasonable quantity, as were inhabited and cultivated under the Spanish Government, ought to be confirmed.

WILLIAM CRAWFORD, Commissioner.

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CG-09-0020-418

Recorded in Deed Book 36MS, Page 614.

Bay Minette, Ala.,
Jan., 23rd., 1923.

Hon., Register of U. S. Land Office.

Montgomery, Ala.,

Dear Sir:-

Please advise me at your earliest convenience whether the Government has ever parted title to fractional U. S. survey section 19, T. 5 S. R. 2 E, which is composed of three subdivisions; one containing 45.32 acres and the other two containing 58.84 acres, each, aggregating 159 acres. This tract lies between the France Alexander Spanish Grant Sec 41 and the Thomas Dunford Spanish Grant Sec. 42, fronting Mobile Bay.

Yours very truly

(s) Jesse L. Kessler

Jan 24/23

in reply to the above have to state that the records of this office show all of Fractional Sec. 19 Tp 5 South Range 2 East to be embraced in the old private claim of Francis Alexander. (637.21 acres), and which was patented Jan. 11, 1847.

Very respectfully,

(s) J. P. Knabe Register.

Patent to Frances Alexander Private claim is recorded in Record E. Page 332-3.

Filed for record August 18th 1925 at 11:45 A.M.

Recorded August 23rd 1925.

W. D. Stapleton, Judge of Probate.

CO-09-0020-418

Thomas Durnford,

To

Unknown.

Abstracters Notation:

Abstracter has made a careful search of the Direct Deed Indexes of Baldwin County, for indications that there might be a deed from Thomas Durnford to some parties covering the lands in question, but such search failed to reveal any such conveyance by said Durnford.

The Indexes to Estates was also consulted, and no evidence that the Thomas Durnford Estate was ever filed, or administered on in this County was found.

CO-09-0020-418

Unknown

To

Samuel W D Hooks.

Abstracters Notation:

Abstracter has made a careful search of the reverse deed indexes of Baldwin County for indications of the recording of a deed or conveyance from someone to Samuel W D Hooks, but the indexes do not seem to indicate that such a deed is recorded here, or at least, such search failed to locate any such instrument.