The State of Alabama }
Shelby County } ss.

This Indenture made this first day of October Anno Domini, one thousand eight hundred and eighty nine between the Calera Land Company a corporation organized and existing under the laws of the State of Alabama party of the first part hereinafter denominated the Company and Robert Goldthwaite and A. M. Baldwin parties of the second part hereinafter denominated the Trustees: Witnesseth:

That whereas at a meeting of the stockholders of the Calera Land Company held on the 25th day of March 1886 at the office of the Company at Calera, County of Shelby and State of Alabama which is the principal place of business of the Company, in pursuance of and after notice published for thirty days in the Shelby Sentinel a newspaper published in the said County of Shelby stating that a meeting of the Stockholders would be held at the office of the Company in said Town of Calera at twelve o'clock, m, on the 25th day of March Anno Domini eighteen hundred and eighty six for the purpose of borrowing money for the purpose of carrying out the objects of the Charter of said Company and to secure the payment of the notes, bonds or other evidences of debt by mortgage or deeds of Trust on all or any of its property both real and personal now owned or hereafter to be acquired the following resolutions were adopted by vote of more than a majority of the stock of said Land Company. To wit:

Whereas the Stockholders of the Calera Land Company have met this day at the office of the Company in the Town of Calera County of Shelby and State of Alabama, which is the principal place of business of the Company, in pursuance of and after notice published for more than thirty days in the Shelby Sentinel a newspaper of general circulation published in the said Town of Calera and County of Shelby, stating that a meeting of the Stockholders of this Company would be held at its office in the Town of Calera at 12 M on this day to consider a proposition to borrow money to the extent of two hundred thousand dollars for the purpose of carrying out the objects of its charter and to secure the bonds or other evidences of debt given for said

This Mortgage recorded through mistake here

Deans G. B. & Lapsley, Jno. B. Executors & others to Benjamin Mason.

State of Florida }
Volusia County }

Whereas the will of the late John W. Lapsley has been probated in Shelby County Alabama and letters Testamentary thereon have issued out of the Probate Court of said last mentioned County to Gilbert B. Deans of Shelby County Alabama and to John B. Lapsley of Floyd County Georgia who are executors under said will and have qualified as such, and whereas the only heirs of the late John W. Lapsley are the decedent's one son and two daughters, viz: John B. Lapsley aforesaid, Mary L. Deans wife of said Gilbert B. Deans and Amelia L. Keller wife of John R. Keller of Daytona Florida and whereas the late John W. Lapsley was interested with Benjamin Mason Esq of Chicago, Illinois in certain real estate operations in and about Daytona Florida and whereas the said executors and heirs have adjusted with said Benjamin Mason all unsettled matters growing out of business transactions between the deceased and said Benjamin Mason by the terms of which adjustment ~~as~~ the said Benjamin Mason assumes to take care of certain notes of the said John W. Lapsley deceased and to take care of certain obligations of the said John W. Lapsley deceased incurred to one Charles E. Jackson and to hold the estate and the said heirs of the late John W. Lapsley harmless in and by reason of such notes and obligations said notes being as follows: one note to the order of Benjamin Mason for the sum of Eight hundred dollars payable one day after date with eight per cent interest dated April 7th 1887; one note similarly payable as to order time and interest for the sum of Seven hundred dollars dated May 5th 1888; and one note similarly payable as to order time and interest for the sum of one ~~thousand~~ Dollars dated April 12th 1888; the first two of said notes being now holden by said Benjamin Mason and the third said note being now holden by said Benjamin Mason jointly with one L. R. Carswell all of which said notes are to be surrendered and to be treated as already surrendered of this date. Said obligation to Charles E. Jackson arising by virtue of a contract for the purchase of land in and about Daytona entered into by the said John W. Lapsley deceased jointly with the said Benjamin

Mason and one L. R. Barwell on the one part and Charles E Jackson on the other part dated February 24th 1887 and recorded in the Clerks office of Volusia County Florida in Book H Misc. Page 30, it being expressly agreed and understood that the said Benjamin Mason shall hold said estate and said heirs harmless as to any liabilities accrued or to accrue out of said contract or any subsequent contract of the said John W. Lapsley deceased having in view the furtherance of said original contract with said Charles E. Jackson - And whereas as part consideration of said adjustment the said executors have paid to said Benjamin Mason seventy dollars on behalf of said estate and whereas as part of the consideration of said adjustment the executors and heirs join in a conveyance of the lands hereinafter described and further more assign and transfer said contract of purchase with Charles E. Jackson quitclaiming all right title and interest in the land therein described;

Now therefore this indenture made this seventh day of January in the year eighteen hundred and ninety between Gilbert B. Deans of Shelby County Alabama in his capacity of executor aforesaid and John B. Lapsley of Floyd County Georgia in his capacity of executor as aforesaid and also between John B. Lapsley in his capacity as heir aforesaid and his wife Martha H. Lapsley and Mary L. Deans in her capacity as heir aforesaid and her husband Gilbert B. Deans who joins herein to render effectual in law this act of his wife and to convey whatever marital rights he may have and Amelia L. Keller in her capacity as heir aforesaid and her husband John C. Keller who joins herein to render effectual in law this act of his wife and to convey whatever marital rights he may possess parties of the first part and Benjamin Mason party of the second part witnesseth; that the said parties of the first part in consideration of the premises have granted bargained and sold and by these presents do grant bargain sell and convey unto the said party of the second part and his heirs and assigns forever, all those pieces or parcels of land lying and being in the County of Volusia and State of Florida described as follows:

Lot Five (5) in Block Thirteen (13) of Mason and

Carswells subdivision of Holly Hill of the Fleming purchase of the Thomas Fitch Grant as surveyed and platted by D. D. Rogers C. E. and also the South two hundred (200) feet of lots seven (7) and eight (8) of Block thirteen (13) in said subdivision as conveyed by Benjamin Mason to John W. Lapsley by deed dated 24th of April 1888 and recorded in Book 7 of deeds page 293 of Volusia County records and to which deed of lands as therein described the covenants of title hereinafter apply it being for purpose of reconveyance. And also an undivided one half interest in lots four (4) and thirteen (13) in Block fifty six (56) in Mason and Coleman's addition to the Town of Daytona as surveyed and platted by D. D. Rogers C. E and of record in Volusia County public records and as conveyed to John W Lapsley deceased by Benjamin Mason and wife by deed dated 21st of April 1887 and recorded in Book 7 of Deeds page 291 Volusia County Florida to which reference is had for more specific description; the object being to reconvey what was thereby conveyed - It is agreed that the covenants herein contained shall not apply to nor cover any tax sale during the last year of said lots four (4) and thirteen (13) in Block fifty six (56) of Mason and Coleman's addition to the Town of Daytona for previous taxes said Benjamin Mason assuming to clear off such tax sales at his own expense, with the appurtenances - To have and to hold the above granted bargained and described premises with the appurtenances unto the said party of the second part his heirs and assigns to his and their own proper use benefit and behoof forever. At the same time the said parties of the first part to the party of the second part assign and transfer said contract of purchase from Charles E. Jackson, and quit claim all the right title and interest of said executors and said heirs and of said estate in and to the lands in such contract agreed to be respectively sold and respectively purchased to which reference is had for a more specific description - And the said executors in their capacity as such covenant that the said heirs at the time of the signing and sealing of these presents are lawfully seized in fee simple of said lands hereinbefore granted subject to a power in the

said executors under said will to convey the same: And excepting of course from the ~~covenants~~ covenants of title herein the property hereinbefore stated as embraced in said contract of purchase namely and with the exception of tax sales hereinbefore mentioned and that they have good right full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid. And that the said party of the second part his heirs and assigns shall and may at all times hereafter peaceably and quietly have hold use occupy and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let suit trouble molestation eviction or disturbance of the said parties of the first part their heirs or assigns or any other person or persons lawfully claiming or to claim the same: And that the same are now free clear, discharged and unincumbered of and from all former and other grants titles charges estates judgments taxes assessments and incumbrances of what-nature and kind soever, except the tax sale hereinbefore mentioned.

And the said executors for themselves and the said heirs, the above described and hereby granted and released premises, and every part and parcel thereof with the appurtenances, unto the said party of the second part his heirs and assigns against the said parties of the first part and their heirs and against all and every person or persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend. And the said Benjamin Moore hereby releases the said the said executors and the said heirs from all liability on or for the said two first mentioned notes and covenants to surrender the same without delay to said executors; and releases said executors and heirs so far as his personal interest in the third above mentioned note and covenants to have the same surrendered to said executors without delay and to indemnify and hold said executors and the heirs and the estate of John W. Lapsley deceased harmless against said notes and against any liability on said contract of purchase with Charles E. Jackson aforesaid and on any subsequent contracts in

furtherance of such purchase; this being intended as a complete adjustment of all matters between said estate and said Benjamin Mason and to relieve the said estate and said heirs and executors from payment of said notes or the fulfilment of the Charles E. Jackson Contract.

Signed sealed and delivered in presence of
C. H. Spencer
Mrs. C. Hite

Witnesses to signature of Gilbert B. Deans, Executor (Seal)
John B. Lapsley Executor (Seal)
Mary L. Deans (Seal)
Gilbert B. Deans (Seal)
John B. Lapsley (Seal)
Martha H. Lapsley (Seal)
Amelia L. Keller (Seal)
J. C. Keller (Seal)
Benjamin Mason (Seal)

Witnesses to signature of
Mary L. Deans
H. L. Oliver
J. M. Collier

Witnesses to signature of
Martha H. Lapsley
J. C. Watts
J. M. Walker
N. P. & J. P.

Witnesses to signature Gilbert B. Deans Executor
John B. Lapsley Executor
Gilbert B. Deans
John B. Lapsley
Amelia L. Keller
J. C. Keller
Benjamin Mason

State of Florida } On this 7th day of January A. D.
County of Volusia } 1890 personally appeared before me a Notary Public in and for said County, Gilbert B. Deans and John B. Lapsley, each in his capacity of executor of the will of John W. Lapsley deceased and both being personally known to me and each and both having exhibited to me letters testamentary duly issued, acknowledged they they executed the foregoing deed of conveyance as said executors for the purpose therein ~~contained~~ expressed. In witness whereof I have hereunto affixed my hand and official seal.

(Seal) Champlin H. Spencer
Notary Public.

State of Florida } Know all men by these pres-
County of Volusia } ents that I Amelia L. Keller wife of the above name John C. Keller do by these presents made and executed by me separate and apart from my said husband and in the presence of Champlin H. Spencer a Notary Public in and for said County and State acknowledge and declare that I did make myself a party to and executed the foregoing deed of conveyance for the purpose of conveying my separate estate in and to the lands in said conveyance therein described and granted and that I did the same freely and voluntarily and without any compulsion constraint apprehension or fear of or from my said husband - Witness my hand and seal

This 7th day of January A.D. 1890.

Amelia L. Keller (Seal)

State of Florida } To all whom it may concern:
County of Volusia } Be it known that on this 7th day of January A.D. 1890 personally appeared before me a Notary Public of the State of Florida the above named Amelia L. Keller to me well known as the wife of John C. Keller and as one of the persons described in and who executed the foregoing deed of conveyance who being at the time separate and apart from ~~the~~ her husband the said John C. Keller did then and there make and execute the foregoing acknowledgment her name being with her own hand subscribed and her seal affixed in my presence Witness my hand and seal the day and year above written.

(Seal) Champlin H. Spencer
Notary Public

State of Florida } On this day personally appeared
County of Volusia } before me Gilbert B. Deans, John B. Lapsley, John C. Keller and Benjamin Mason to me well known as the persons described in and who executed the foregoing deed of conveyance and acknowledged that they executed the same for the purpose therein expressed. In witness whereof I have hereunto affixed my hand and official seal this 7th day of January A.D. 1890

(Seal) Champlin H. Spencer
Notary Public

State of Alabama } Know all men by these pres-
County of Shelby } ents that I Mary L. Deans wife of the above named Gilbert B. Deans do by these presents made and executed by me separate and apart from my said husband and in the presence of H. L. Oliver a Notary Public of the State of Alabama, acknowledge and declare that I did make myself a party to and executed the foregoing deed of conveyance for the purpose of conveying my separate estate in and to the lands in said conveyance therein described and granted and that I did the same freely and voluntarily and without any compulsion constraint apprehension or fear of or from my said husband. In witness whereof I hereunto subscribe my name and affix my seal this 17th day of January A.D. 1890.

(Seal) Mary L. Deans (Seal)

State of Alabama } To all whom it may concern:
County of Shelby } Be it known that on this 17th day of January A. D. 1890, personally appeared before me a Notary Public of the State of Alabama the above named Mary L. Deans, to me well known as the wife of Gilbert B. Deans and as one of the persons described in and who executed the foregoing deed of conveyance who being at the time separate and apart from her husband the said Gilbert B. Deans did then and there make and execute the foregoing acknowledgment, her name being with her own hand subscribed and her seal affixed in my presence. Witness my hand and seal the day and year above written.

(Seal)

H. L. Oliver,
Notary Public.
N. P. S. C.

State of Georgia } Know all men by these presents
County of Floyd } that I, Martha H. Lapsley wife of the above named John B. Lapsley do by these presents, made and executed by me separate and apart from my said husband and in the presence of J. M. Walker a Notary Public of the State of Georgia acknowledge and declare that I did make myself a party to and executed the foregoing deed of conveyance for the purpose of relinquishing my dower and right of dower in and to the lands in said conveyance therein described and granted, and that I did the same freely and voluntarily and without any compulsion, constraint apprehension of or from my said husband. In witness whereof I hereunto subscribe my name and affix my seal this 21st day of January A.D. 1890.

(Seal)

Martha H. Lapsley (Seal)

State of Georgia
County of Floyd } To all whom it may concern: Be it known that on this 21st day of January A.D. 1890. personally appeared before me a Notary Public of the State of Georgia the above named Martha H. Lapsley to me well known as the wife of John B. Lapsley and one of the persons described in and who executed the foregoing deed of conveyance who being at the same time separate and apart from her husband the said John B. Lapsley did then and there make and execute the foregoing acknowledgment, her name being with her own hand subscribed and her seal affixed in my

presence - Witness my hand and seal the day and year above written.

(Seal) James M. Walker
N. P. & J. P.

Filed for record Jany 24, 1890 and recorded -
R. M. Cobb Judge of Probate