

v

W. Brinkerhoff State of Alabama
 to Shelby County I know all men by these presents that
 G. C. Wagner 175 in consideration of the sum of eight
 hundred & thirty three & $\frac{2}{100}$ dollars of which one dollar
 in cash in hand paid to me by G. C. Wagner & the
 balance of which is evidenced by a certain promissory
 note bearing even date these presents executed by G. C.
 Wagner & G. R. Wagner her husband to grantor W. Brinkerhoff
 in the sum of eight hundred & thirty three & $\frac{2}{100}$ dollars
 payable one day after the date thereof & bearing one per cent
 per month interest from the date thereof which said interest
 is due & payable on the 28 day of each month until
 said note is paid in full & in further consideration
 that the said G. C. Wagner doth by these presents agree to
 pay to the said W. Brinkerhoff a sum of money on the
 28 day of each month from & after the date of these
 presents any m^e. in amount to the market value of one
 twelfth $\frac{1}{12}$ of the entire monthly amount of that certain
 stone lime kiln recently built by the Shelby Lime &
 Cement company & now operated by Louisa A. Hens at
 Loma Shelby county Alabama under a lease from
 said Shelby Lime & Cement Company & in no wise
 whether said kiln is operated or not to pay said
 W. Brinkerhoff on said 28 day of each month a
 sum of money not less than fifty dollars, less
 month until the note of an said with the interest
 thereon is paid in full & in further consideration
 that the said G. C. Wagner doth by these presents further
 agree to pay all claims now existing against said
 Shelby Lime & Cement Company & also to exact at
 once & without delay a suitable & sufficient lime
 house for the storage of lime the property & out fit
 of said stone lime kiln & in further consideration
 that the said G. C. Wagner doth by these presents
 further agree & covenant that after the payment of an amount
 note & interest have been fully paid as aforesaid
 then the property both real & personal herein after
 set forth & described shall be & become additional
 security for the prompt payment of a certain promissory

note & security executed by the Shelby Lime & Cement Company to G. B. Brinkerhoff also on the 19 day of March 1891, payable in the sum of one thousand dollars on the 19 day of March 1892 & said property shall be subject to all the disbursements, terms, condition & forms of sale as are set forth & expressed in that certain mortgage executed on the said 19 day of March 1891, by said Shelby Lime & Cement Company to said G. B. Brinkerhoff & Co. to secure the payment of said one thousand dollars note aforesaid do fully remise, release & quit claim unto the said G. C. Wagner his heirs & assigns forever also & singular the following described tracts or parcels of land situated in the county of Shelby state of Alabama all of that tract of land in section thirty five Township 20 of Rd. 3 west containing eight acres of land more or less & bounded as follows on the north by the lands of Mary B. Wagner deceased measuring on said north side fifteen hundred feet more or less on the south by the lands of Harriet Yurman measuring fifteen hundred feet more or less on the east by the south & north Rd. Rd. measuring two thousand & thirty five feet more or less on the west by the west bank of Rock creek measuring along said lime two hundred & thirty five feet more or less together with the stone lime kiln & all other appurtenances thereon as thereunto belonging & also the north west quarter of the north east quarter of section twelve & 21 of Rd 3 west containing forty acres of land more or less & also all the right title & interest of Mr. C. Brinkerhoff to that certain lease on that certain lime kiln & other property in said lease mentioned & described made & executed on the 25 day of June 1890 by C. C. Wagner, G. D. Wagner & E. Wagner to the Shelby Lime & Cement Company & in addition the 25 day of June 1893 & also all right title & interest & benefit whatsoever & to that certain lease made to G. W. A. Hardy by said Shelby Lime & Cement Company on the 10 day of July 1891 ending on the 25 day of June 1893 it being hereby intended to rule & quit claim unto the said G. C. Wagner all & singular the property both real & personal of any description whatsoever heretofore belonging to the Shelby Lime & Cement Company on the & after the 19 day of Sept 1891 & by said Shelby Lime & Cement Company on said 19 day of Sept sold & conveyed to me to

have & to hold to the said Lle. Wagner his heirs &
assigns forever witness my hand & seal this 19 day
of Sept 1891.

J E Brinkenhoff [Seal]

State of Alabama,

Shelby County, I, W D Haggard a Justice of the Peace
in & for said state & county hereby certify that W C
Brinkenhoff whose name is signed to the foregoing
conveyance who is known to me acknowledged
before me on this day that being informed of the
contents of the consideration he executed the same
voluntarily on the day the same bears date
Given under my hand this 19 day of Sept 1891.

W D Haggard J P

Filed for Record Sept 23 1891, & Recorded

R W Cobb Judge of Probate