State of Alabama } This indenture made and
St Clair County } entered into this the 8th day
of October, 1892. by and between Wm. Dunlap and
S. S. Dunlap his wife. of St Clair County,
Alabama. parties of the first part; and the
Land Mortgage, Investment and Agency Company
of America Limited, a body corporate, party
of the second part. Witnesseth:

Dunlap to Land, Mort. Invest. Agy Co.

That whereas, the party of the first part are
justly indebted to the party of the second part
in the sum of $8,000.00 due by promissory
note made by them on to-wit; the 7th day of
December, 1886, and which was due on the 7th day
of December, 1891; which said note is secured by
a mortgage executed by the parties of the first
part; to the party of the second part, on to-wit;
the 7th day of December, 1886, which is recorded
in the office of the Probate Judge of St Clair
County, Alabama, in Volume 8 of Mortgages, page
325; which said Mortgage conveys sundry lands
hereinafter described.

And whereas there is due on the note above
referred to, interest since maturity, and also
costs and attorney's fees in connection therewith,
and whereas it is now in the power of the
party of the second part to foreclose said mortgage,
by reason of the failure of the party of the
first part to pay said indebtedness at maturity,
and whereas the foreclosure of said Mort-
gage would entail lazy and additional
expense, for which the party of the first
part would be liable, and whereas it is
not believed that it would be possible
to have said property sold at public
out cry for an amount sufficient
to pay said indebtedness, which would
thus leave the parties of the first part
debtors for the deficiency; and whereas,
to save mutual trouble, inconvenience
and expense, the party of the second part
has agreed to accept an absolute convey-
ance to the property hereinafter describ-

ed in full satisfaction of the indebtedness secured by the said Mortgage aforesaid. and whereas it is to the interest of the parties of the first part to make this settlement in lieu of the foreclosure; Now therefore the parties of the first part for and in consideration of the premises, and for and in consideration of the sum of five dollars ($5.00) to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have bargained, sold and do by these presents grant, bargain, sell and convey unto the party of the second part, the following described lands, lying and being in St. Clair County, Alabama, to-wit:

The land known as the J.J. Churchwell land conveyed by J.J. Churchwell and wife to the parties of the first part, and more particularly described as follows, to-wit: The west half of the northeast quarter, and the East half of the North-west quarter of Section 18, Township 17, Range 2 East. — Also —

The land sold by J.A. Bell and wife to Wm Dunlap, and more particularly described as follows, to-wit: The west half of the South-East quarter of section 17, Township 16, Range 3 East. — Also —

The land sold by B. Ball and wife to Wm. Dunlap and more particularly described as follows to-wit: The west half of the South-west quarter of section 24, and the North-East quarter of the North-west quarter of section 25, all in Township 13, Range 2 East. — Also —

The land sold by J.J. Lawley and wife to Wm Dunlap and more particularly described as follows to-wit: The South-west quarter of the North west quarter, and the North-West quarter of the South

west quarter of Section 23, Township, and Range 2 East. — Also —
The land sold by Elias Posey and wife to Wm. Dunlap and more particularly described as follows, to-wit: The North-East quarter of the South-west quarter of Section 23, Township 17, Range 2 East. — Also —
The land sold by E. P. Whitman and wife to Wm. Dunlap, more particularly described as follows, to-wit: The South-East quarter of the South-East quarter of Section 23, Township 17, Range 2 East. — Also. —
The land sold by Swan and Bilenpx to Wm. Dunlap, and more particularly described as follows, to-wit: The South-west quarter of the South-west quarter of Section 23, Township 17 Range 2 East. — Also —
The land sold by Henry Fraezel and wife to Wm Dunlap which are more particularly described as follows: The west half of the South west quarter of Section 29, and the South-East quarter of the South-East quarter of Section 30, and the North-west quarter of the North-west quarter of Section 32, all in Township 17 Range 3 East.

— Also —

The land sold by Adolph Munter and wife to Wm. Dunlap, More particularly described as follows, to-wit: The South-west quarter of the North-west quarter of Section 28, Township 17, Range 2 East.

— Also —

The land sold by J. A. Fulmer and wife to Wm. Dunlap, and more particular described as follows, to-wit: The North-East quarter of the North west quarter, and 10 acres off the west side of the North-west quarter of the North-East quarter of Section 34, Township 17, Range 2 East.

— Also —

The land sold by J. M Sims and wife to Wm. Dunlap, known as the Dunlap home place, which is more particularly des-

-cribed as follows, to-wit: The South half of the South-East quarter of Section 24, Township 17, Range 2 East; and the north-west quarter of the north-East quarter of Section 25, Township 17 Range 2 East,

Also

The land sold by E. J. Roberts and wife to Wm. Dunlap, and more particularly described as follows, to-wit: The West half of the North-East quarter, and the South-West quarter of the South East quarter of Section 4, Township 17, Range 3, East.

Also

The land sold by D. A. Joyce, administrator of the estate of J. S. Spinell, deceased, to Wm. Dunlap, and more particularly described as follows, to-wit: The West half of the North East quarter, and the East half of the North-West quarter and the North-East quarter of the South-West quarter of Section 33, Township 17, Range 2 East.

Also

The land sold by J. M. Rich and wife to Wm. Dunlap, and more particularly described as follows, to-wit: The South half of the South-East quarter of Section 34, Township 17, Range 2 East.

Also

The East half of the North-East quarter, and the North East quarter of the South-East quarter of Section 3, Township 18, Range 2 East.

Also

The land sold by Bartley Crane and wife to Wm. Dunlap, more particularly described as follows to-wit: The west half of the South-East quarter and the South-West quarter of Section 1, Township 18, Range 2 East.

Also

The land sold by Lewis Thwartt and wife to Wm. Dunlap, and more particularly described as follows, to-wit: The North-west quarter of the North-west

quarter of section 28, Township 17 Range 3 East.

Also

The land sold by J. S. Jekell and wife to Wm. Dunlap, and more particularly described as follows, to-wit: The South East quarter of the North-East quarter, and the North-East quarter of the South-East quarter of section 21, and the North-West quarter of the South-West quarter and ten acres across the west end of the South-West quarter of the North-west quarter of section 22, all in Township 17, Range 2 East.

Also

The land sold by Wm. Dunlap to J. S. Spinell, but for which the said Spinell has not paid the purchase money, and which is more particularly described as follows, to-wit: The North-West quarter of the North-West quarter of section 32, and the North East quarter of the North-East quarter of section 30, and also about four and one fourth acres in the North-East quarter of the North-West quarter of section 32, which four and one fourth acres is described as follows: beginning at the North-West corner of said 40, and running north to the head of the ditch around the foot of the mountain, and thence from the ditch back to the line at the creek; all being in Township 17, Range 3 East.

Also

The Jno. Abercrombie and Jabez Stewart place more particularly described as follows to-wit: The South East quarter of the North-West quarter of section 20, Township 17, Range 2 East.

Also

The following described lands in Shelby county Alabama, to-wit: The tract of land sold by Sylvester Coolidge and wife to Wm. Dunlap, and described as follows, to-wit: The North-West quarter of the South-west quarter of section 17, and the East half of the South-East quarter of section 18, and an undivided

one third interest in South-West quarter of South-East quarter of Section 18 all in Township 18 Range 2 East. —— Also —— The land sold by A. P. Spinell and wife, and more particularly described as follows, to-wit: The South-East quarter of the North-West quarter and thirty acres off the South-West quarter of the North-West quarter lying on the East side of said subdivision, also the North half of the North-East fourth of the South-West fourth all in section 22 Township 17 Range 2 East. —— Also —— The land sold by Jno. A. Crushatt to Wm. Dunlap, which is more particularly described as follows, to-wit: The North half of the South-West quarter also six acres more or less in the North-East corner of the South-East quarter of Section 4, also one acre in Section 5 including building, all in Township 18, Range 2 East Shelby County, Alabama, Known as the Jno. A. Crushatt place, together also with all other land in Shelby and St Clair Counties Alabama which were conveyed by the mortgage aforesaid to the party of the second part, or which were intended to be so conveyed, whether the same be herein correctly and fully set-forth by their proper descriptions or not; it being understood that all the land above described, were either conveyed or intended to be conveyed by the mortgage above referred to. The parties of the first part, in consideration of the premises do also transfer unto the party of the second part and the following notes and mortgages, to-wit: Sam Jeanes and wife mortgage and note for $400.00 Simpson Castleberry and wife mortgage and note for $160.00, and mortgage and note for $450.00 from J. S. Spinell

and mortgage and note for $152.00 from J. D. Mize also J. J. Rich notes and mortgage. To have and to hold unto the party of the second part its successors and assigns in fee simple forever.

The parties of the first part covenant with the party of the second part that they are seized in fee simple of said lands, that they have a good and lawful right to sell and convey the same and for themselves, their heirs, successors and administrators, they do warrant and will forever defend the title for said premises unto the party of the second part, its successors and assigns from and against the lawful title, claim or demand of all persons whomsoever.

It is further more understood that the parties of the first part, shall be, and they are hereby released from all personal liability on the indebtedness above described, but the lien and effect of the mortgage shall continue to be in full force as against subsequent purchasers, from the parties of the first part, since the execution of said mortgage, and also against any judgments or other liens or encumbrances whether recorded or not existing since the execution of said mortgage.

In testimony hereof we have hereunto set our hands and seals this the day and year first above written.

William Dunlap
Sarah E. S. Dunlap
her mark

The State of Alabama }
St Clair County } I, R. W. Cook a Justice of the Peace in and for said State and county, hereby certify that William Dunlap and Sarah Dunlap, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being in

formed of the contents of the conveyance, they executed the same voluntarily, on the day the same bears date,
Given under my hand this the 17th day of April 1893.

R.W. Cooke J.P.

The State of Alabama
St. Clair County } I, R.W. Cooke a justice of the Peace in and for said State and County, do hereby certify that on the 17th day of April 1893, came before me, the within named S.S. Dunlap who is known to me to be the wife of the within named William Dunlap, 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 her husband.
In Witness whereof, I have hereunto set my hand this the 17th day of April 1893.

R.W. Cooke J.P.

Filed for record Sept 2-1893- Recorded

A.P. Longshore
Judge of Probate