The State of Alabama
Shelby County

This Indenture made and entered into on this the 28th Day of March - 1900 by and between John W Johnston and James R White and thier respective Wifes Mary M Johnston and Willie P White of said State and County Parties of the first Part and A W Ledcastle and William L McKee as Partners under the name of A W Ledcastle and Company Now of Boston Massachusetts But formally of Rome Floyd County Ga, Parties of the second Part Witnesseth:- That Whereas on to wit the 7th Day of December 1896 the Parties of the first Part Executed and Delivered to the Parties of the second Part a Mortgage Conveying all of the Lands and Property herein after Described and Conveyed to secure the indebtedness of said John W Johnston and James R White as Partners under the firm name and style of Johnston and White to Parties of the second Part under thier said firm name of A W Ledcastle and Company in the aggregate sum of Three Thousand and forty Nine 71/100 (3049,71/100) Dollars Evidenced by the several and respective Promisory Notes of said Johnston and White to said A W Ledcastle and Company Bearing the Dates for the several amounts and falling Due in November and December 1896 and in February 1897 as stated in said Mortgage each of said Notes Stipulating

and Providing for the Payment by said Johnston and White of all cost of Collection thereof including ten Per Cent attarneys fee Which said mortgage Was Duly filed for record in the Office of the Judge Of Probate of Shelby County Alabama and Was Recorded therein in Book No 42, of Mortgages Pages 25 to 34. Which said mortgage is hereby refered to as fully as if here set out at Length

And Whereas since the Execution of said Mortgage said Parties of the first Part have Paid or Caused to be Paid upon the indebtedness secured thereby the following sums to wit Jan 20th 1899 the sum Of $307. 45/100 Dollars and on January 30th 1899 the sum of 304-/97/ Dollars each of Which Payments Were duly Credited By Parties of the second Part upon the note Of said Johnston and White for the sum Of $845-.80. Dated November 9th 1896 and due on December 26th 1896 and Being one of the Notes secured by said mortgage and also a Payment Of $150.00 made on or about January 20th 1899 and Credited on the note Dated June 1st 1896 and due November 15th 1896

And Whereas said Parties of the first Part have Wholly failed to Pay the Balance due to the Parties Of the second Part upon said notes and mortgage indebtedness and Parties of the second Part have Placed said Notes and Mortgage in the hands of attorneys for Collection and foreclosure and have incured a Liability to them for thier fees for such Services And Where as there is now due and owing on said Notes and indebtedness so secured by said mortgage With interst to Date the sum of $2947.00 Dollars and an attarneys fee of ten Percent thereon amounting to the sum of $294.70 Dollars aggregating the sum Of $3240.70 Dollars

And Where as said A W Tedcastle & Company on to wit the 23rd day of December Purchased the mortgage Of E D Hall and his Wife S A Hall to the National Building and Loan association Of Montgomery upon the Lot herein after described known as the Spencer Hotel Lot Dated February 10th 1894 and recorded in mortgage records of Shelby County Alabama in Book 39 Pages 427 to 432. the same being a Prior mortgage upon said Property to that so held by Parties of the second Part herein before mentioned and Paid therefor the sum Of One Thousand and fifty four and 68/100 $1054.68/100 dollars

And Whereas said James R White one of the Parties of the first Part Purchased said Property so Described in said Last mentioned Mortgage to said Building and Loan association from said E & L Heall subject to said mortgage and as a Part of the Consideration for such Property and as Part of the Purchase money therefor assumed and agreed to Pay the said indebtedness to said National Building and Loan association of Montgomery and Whereas said association on or about July 29th 1899 Transfered said Mortgage and the indebtedness secured thereby to Gordon Dubose and in December 1899 said mortgage being Past Due and unpaid said Dubose Placed the same in the hands of Attorneys for Collection and foreclosure Whereupon Parties of the second Part to Perfect thier interest as second Mortgagees of said Property Purchased of said Gordon Dubose said mortgage and the indebtedness secured there by on the 23rd Day of December 1899 Paying therefor the sum of $1054 68 Dollars as aforesaid and are now the owners and holders of said mortgage and the interest on such indebtedness from Dec 23rd 1899 to date being $18 38 the total amount now due on said Hall note and note and mortgage and upon which said James R White is liable Being now the sum of $1073 06/100 Dollars

and Whereas the said Parties of the first Part are unable to Pay the indebtedness secured by said respective mortgages and the value of the Property Conveyed respectively in said Two Mortgages Less than the said Mortgage indebtedness thereon and said Parties of the first Past are desirious of saving the Expenses of a foreclosure of said respective mortgages and a Liability upon them for any Balance of such mortgage indebtedness over and above what such Property would Bring under foreclosure sale and Whereas the Parties of the second Part have agreed to take and accept the Property Conveyed By the Parties of the first Part respectively and said respective Mortgages in full settlement and satisfaction of such Mortgage indebtedness and the Parties of the first for the Consideration aforesaid have agreed to Convey all of said Property Land and real Estate to said

Parties of the second Part Now Therefore the Premises Considered the said James R White and his Wife Willie P White of the Parties of the first Part for and in Consideration of the said indebtedness of E D Hall and Sarah H Hall to the National Building and Loan association of Montgomery secured by such mortgage upon the Lot known as the Spencer Hotel Lot and Containing about fifteen acres herein after next Described and assumed by said James R White as aforesaid Which said indebtedness aggregates the sum of One Thousand and seventy Three and 00/100 Dollars and in Payment of such indebtedness and for the further Consideration of the Payment Sixteen Hundred Twenty + 85/100 ($1620 85) Dollars of the indebtedness of said firm of Jonston and White to Parties of the second Part and secured by said mortgage Dated on the 7th Day of December 1896 hereinbefore Described and set out do hereby grant Bargain sell and convey Enfeoff and set over unto said A W Tedcastle and William L McKee Partners under the firm name of A W Tedcastle and Company Parties of the second Part the following Described Land Situated in the Town of Columbiana County of Shelby and State of Alabama and more Particularly Described as follows to wit

A Part of the S W 1/4 of the N W 1/4. of Section 25. Township 21. of Range 1. West and Bounded as follows Commencing at a Point on the Western Boundary Line of said section Twenty five Where the Big Ditch intersects the same at the Point Where the Lots of H X Wilstead and E L Spencer Corner thence running East along said Ditch to the South West Corner of the Lands of J K Milner thence in a northerly direction along the Western Boundary Line of the said Lands of J K Milner to College Street thence West along said College street to the Western Boundary of said section Twenty five (25) thence running south along said Boundary Line to the Point of Beginning Containing fifteen acres more or less Excep a strip of Twenty feet Wide Beginning at the North East Corner of said Lot of E L Spencer at the street thence running south along the Western Boundary Line to the Big Ditch at the Point of Beginning

The said Property herein Contained Being Known as the Old Spencer Hotel Property and Being the same heretofore Conveyed by J C Spencer and Wife to E D Hall and Conveyed by said Hall to James R White By Deed Dated June 1st 1896 and recorded in Deed records of Shelby County Deed record Vol. 19 - Pages 124 to 126 Which is hereby refered to said Lot Being the same Described and Conveyed in said Two mortgages herein before mentioned To have and to hold unto the said Parties of the second Part to gether With all of the tenements hereditaments and appurtenances thereunto Belonging their heirs and assigns in fee simple forever

and the said James R White and Willie P. White his Wife do hereby Warrant the title to the above Described and herein Conveyed Property unto the Parties of the second Part their heirs or assigns in fee simple against all incumbrances done and suffered by them And against the Lawful title Claim or Demand of all Persons Whomsoever

and the said John W Johnston and his Wife Mary M Johnston of the Parties of the first Part for and in Consideration of the Premises and for and in Consideration of the Balance of said indebtedness of said firm of Johnston & White to the Parties of the second Part So secured by said mortgage of the Parties of the first Part to the Parties of the second Part herein before Mentioned Which said Balance of such indebtedness amounts to the sum of Sixteen Hundred Twenty + 85/100 (1620 85/100) Dollars and in Payment of such indebtedness such Payment Being accepted by the Parties of the second Part in the Lands herein after Described do hereby grant Bargain Sell and Convey Enfeoff and set over unto the said A W Tedcastle and William L McKee Partners under the firm name of A W Tedcastle and Company Parties of the second Part the following Described Lots Parcels or tracts of Land Situated in the County of Shelby and state of Alabama and more Particularly Described as follows to wit

A Certain tract of Land Situated in the town of Columbiana State and County aforesaid Described as follows Viz —

Thirty Two acres of Land in section 25 Township 21 Range 1 West Bounded as follows
On the North by the fort Williams Public Road on the East by the Lands of J A Milner and Richard Leonard and on the South by J P Spencers farm And on the West by the Land of C W Ohara and Being the same Land heretofore Conveyed to said John W Johnston by the following Conveyances viz By Deed of A P Langshore and Wife Dated March 29th 1893 Conveying 8 15/16. acres By the Deed of Mary E Johnston And B J Johnston Dated Feb 27th 1894 Recorded in Deed records of Shelby County Vol. 17. P. 417. Conveying one acre Deed of C W Ohara And Wife Dated November 15th 1895 Conveying ten acres also by Deed of J R White and Wife Dated on Oct 23rd 1894 Recorded in Deed Records of Shelby County Pages 35 & 36. Conveying about ten acres and Also another Deed from J R White and Wife made about Oct 23rd 1894 Conveying about Three acres all of which said Conveyances are hereby refered to and the Description of the Land therein Contained are refered to as if here set out at Length] Also the North half of the North West quarter of Section (22) Twenty Two in Township Twenty (20) South of Range One (1) East of Huntsville Meridian Containing 80 acres more or Less.

Also the North East quarter of the South East quarter of the North West quarter the South West quarter of the North East quarter and the North West quarter of the South East quarter of Section 36 Township 20 of Range One West All in Shelby County Alabama as aforesaid

Also the following Described Lots in the Town of Columbiana Viz

~~fifty five feet~~ Commencing at a Point (55) fifty five feet North of the main track of the E.T. V + G Ry Now the Southern Ry where the Locust Bridge Public Road Crosses said Rail Road track thence North running Paralell with the said Locust Bridge Road Seventy yards thence West Thirty five yards thence South Seventy yards thence East to the Beginning 35 yards and Being Offasite and North of said Railway Co Depot Also one house and Lot Containing Two acres situated about one mile south of Columbiana Shelby County Alabama on the Montgomery Public Road Bounded as

follows on the East By the Montgomery Public Road Bounded as follows on the East By the Montgomery Dirt road on the south by the Lot of Sam Gilman on the West by the track of the Alabama Mineral Railway Co and on the north by the Jane Mardis Lot Being the same here to fore Conveyed to said Johnston By Ann White Cal, which is hereby refered to also an Individual One half interest in and to a Lot in Smith field Jefferson County Alabama Conveyed to said Jno W Johnston and W D Lovett By Dr Smith which Conveyance is hereby refered to as if herein fully set out said Lot Being 100 feet front by 200 feet deep and Located in Corner of Annie Avenue and Washington St to have and to hold all of said Lands unto said Parties of the second Part their heirs and assigns in fee simple forever together With all the tenements hereditaments and appurtenances there to Belonging or in any Wise appertaining

And the said John W Johnston and Mary M Johnston for themselves their heirs and Personal representatives do Warrant and Will forever Defend the title to said Lands hereinbefore Described and Conveyed by them unto the Parties of the second Part their heirs or assigns in fee simple and against any and all incumbrances on said Lands made or suffered by them and against the Lawful ~~Claims~~ title Claim or demand of all Persons Whomsoever

The true intent and Purpose of this Conveyance is that the said Property hereinbefore Described is Conveyed by the Parties of the first Part and accepted by the Parties of the second Part in Payment and satisfaction of the indebtedness secured by the said respective mortgages as hereinbefore set out and to avoid the expense of a formal foreclosure of such mortgages and the said Parties of the first Part and Each of them respectively for the Considerations hereinbefore stated and recited do hereby release and relinquish unto the said Parties of the second Part their heirs or assigns any and all right of Redemption in and to said Land heretofore had or held by them as such mortgagors or in any manner

In Witness Whereof the said Parties of the

first Part have hereunto set their hands and seals on this the Day and year above written

Attest

DOCUMENTARY STAMP AMT $ 45 Cts.

Jno W Johnston (LS)
Mary M Johnston (LS)
Jas R White (LS)
Willie P White (LS)

The state of Alabama
Shelby County } I W S Dunbar a Notary Public in and for said County hereby Certify that Jno W Johnston & Jas R White and their respective Wives Mary M Johnston and Willie P White Whose Names are signed to the foregoing Conveyance and Who are Known to me acknowledged Before me on this Day that Being informed of the Contents of the Conveyance they Executed the same Voluntarily on the Day the same Bears Date Given under my hand this 28th Day of March 1900

W. S. Dunbar, Notary Public
for Shelby County Ala

The state of Alabama
Shelby County } I W S Dunbar Notary Public in and for said County hereby Certify that on the 28th Day of March 1900 Came before me the Within Named Mary M Johnston Known to me to be the Wife of the Within Named Jno W Johnston 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 Where of I have hereunto set my hand this the 28th Day of March 1900

W. S. Dunbar Notary Public
for Shelby County Ala

The state of Alabama
Shelby County } I W S Dunbar a Notary Public in and for said County hereby Certify that on the 28th Day of March 1900 Came before me the Within Named Willie P White Known to me to be the Wife of the Within Named Jas R White Who Being Examined Separate and apart from the Husband Touching her signature to the Within Conveyance acknowledged that

she signed the same of her own free will and accord and without fear constraints or threats on the part of her husband In witness Whereof I have hereunto set my hand this 28th day of March 1900

W S Dubose Notary Public
for Shelby County Ala

✓ Filed for record March 28th and recorded
A P Langshore
Judge of Probate