Mt County

The State of Alabama }
Bibb County } Know all men by these presents, That whereas, the undersigned J. M. Anderson and Wife Malissie E. Anderson justly indebted to J. H. Vanderhuck in the sum of Eleven hundred and Fifty dollars, due by twelve promissory notes bearing interest from June 11th 1908 and whereas, the said J. M. Anderson and wife Malissie E. Anderson are desirous of securing the prompt payment of said notes when same fall due, now, Therefore, in consideration of

said indebtedness, and to secure the prompt payment of the same at maturity the said J. M. Anderson and Malissie E. Anderson hath bargained and sold, and we do hereby grant, bargain, sell and convey unto the said J. W. Vanderhuerk the following described personal and real estate situated in Bibb County and State of Alabama, to-wit: Lot of land in the N. W ¼ of S. W ¼ Sec. 13 T. 21 R. 6 W. Commencing at the S. E corner of the lot known as the Edens lot and in the line with the plank fence in a S. E. direction 165 feet thence in a N. E. direction 120 feet, thence N. W. direction 165 feet, thence along the Edens line 120 feet to the point beginning known as the S. L. Miller Mill Lot. also one two flue boiler and one center crank engine, one sixty saw Pratt gin feeder and condenser, one Smith Cotton press and all Machinery belonging to said Mill & gin and two pair scales, all shafts, piping shafting, pulleys belts ropes Cant Hooks, and the saw mill known as the Martin Saw Mill, all machinery belonging to the Mill, all Saws, carriages, trucks and all irons and rollers, &c. Also Mill works, and all the Machinery belonging to the said grist Mill warranted free from all incumbrances and against any adverse claims.

To Have and to Hold the above granted premises unto the said J. W. Vanderhuerk his heirs and assigns forever. and for the purpose of further securing the payments of said notes we hereby agree to pay all taxes or assessments when imposed legally upon said premises, and should we make default in the payment of same, the said J. W. Vanderhuerk may at his option pay off the same and to further secure said indebtedness first above named we upon condition, however, that if the said J. M. Anderson, & wife pay said notes and reimburse said J. W. Vanderhuerk for any amounts he 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 J. W. Vanderhuerk or should said notes or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said J. W. Vanderhuerk or his assigns in said property become

endangered by reason of the enforcement of any prior lien or incumbrance 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 J. W. Vanderhuerk' agents or assigns, shall be authorized to take possession of the premises hereby conveyed and after giving ten days notice, by posting notice at Green and other same or place and terms of sale, by posting notices at ~~Green Randolph and~~ at J. W. Miller's store house door, in said County and State, to sell the same in front of the 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 the payment of any amounts that may have been expended, or that may then be necessary to expend in paying insurance, taxes, or other incumbrances with interest thereon; Third, to the payment of said notes 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 J. M. Anderson & wife and we further agree that said J. W. Vanderhuerk his agents or assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and we further agree to pay a reasonable attorney's fee to said J. W. Vanderhuerk or his assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed said fee to be a part of the debt hereby secured.

Witness our hands and seal this the 22nd day of June A.D. 1907.

Witness:
S. W. McBride
J. A. Russell

J. M. Anderson (Seal)
M. E. Anderson (Seal)

The State of Alabama }
Jefferson County } I, J. A. Russell a Justice of the Peace in and for said County, hereby certify

that J. M. Anderson & his wife M. E. Anderson 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 the 22nd day of June A. D. 1910.

J. A. Russell J. P.

The State of Alabama }
Jefferson County } I, J. A. Russell a justice of the Peace in and for the County and State aforesaid, do hereby certify that on the 11 day of June 1910 came before me the within named M. E. Anderson known or made known to me to be the wife of the within named J. M. Anderson 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, this the 22nd day of June 1910.

J. A. Russell, J. P.

Filed for record Oct. 24' 1910 & recorded.
A. P. Longshore
Judge of Probate