Mrs. Nina Naff & J. M. Naff to E. S. Lyman

The debt secured by this mortgage has been paid in full and this mortgage is satisfied this 11th day of February 1918
E. S. Lyman, mortgagee

The State of Alabama, } Know all men by these
Shelby County. } presents; whereas, the undersigned, Mrs. Nina Naff, and J. M. Naff, who are hereinafter called parties of the first part, are justly indebted to E. S. Lyman, who is hereinafter called party of the second part in the sum of four hundred and fifty dollars, being the balance due on the purchase price for the land hereinafter conveyed, which has been, heretofore, sold by said party of the second part to said Mrs. Nina Naff, by deed dated to-wit the 5th day of May, 1905, and which said indebtedness is evidenced by two promissory notes of said parties of the first part, bearing even date herewith, each for the sum of two hundred and twenty-five dollars, and payable on the 5th day of May, 1906 and 1907, respectively, and being desirous of securing the prompt payment of said notes as they respectively fall due;

Now, therefore in consideration of the premises and for the further consideration of the sum of one dollar to each of said parties of the first part in hand paid, the receipt whereof is hereby acknowledged, said parties of the first part have granted, bargained

and sold, and do, by these presents, grant, bargain sell and convey, unto said party of the second part, the following described land, lying in said County and State, to-wit: The N. 1/2 of SE 1/4 of Section one, Township twenty-two, South, Range three west, saving and excepting such rights of way and easements as may have been acquired and are enjoyed by the public in the public highways, which border and cross said land.
To have and to hold, together with all and singular the rights, privileges, tenements and hereditaments thereunto belonging or appertaining, except as above limited, unto said party of the second part, his heirs and assigns forever.
But this conveyance is a mortgage, and if said parties of the first part shall promptly pay said notes as they fall due respectively, with the interest thereon from date thereof, and according to the tenor thereof, then this conveyance shall be null and void; but if default be made in the payment of either of said notes or any part thereof, the whole amount of said indebtedness, shall, at the option of the party of the second part, his heirs or assigns, become immediately due and payable, regardless of the reading of said notes, and said party of the second part, his or assigns, by themselves or attorney is authorized to take possession of said aforegranted premises, and, whether in possession or not, to sell the same, at public outcry, in front of the post-office in the town of Montevallo, in said Shelby County, to the highest bidder for cash, after having given notice of the same by posting notices in three public places in said County thirty days prior to said sale, and to make good and sufficient title to the purchaser, and the proceeds of said sale to apply of as follows:
1st. To the payment of the expenses of said sale, including a reasonable attorney's fee

for foreclosure and conveyancing; 2nd. to the payment of said indebted-ness then remaining unpaid, and 3rd. if there be any surplus, to pay the same to the parties of the first part, or either of them.

It is further agreed and understood, that said party of the second part, his heirs or assigns, may bid and purchase at any sale held hereunder, the same as if strangers to this mortgage, and in the event of such purchase, auctioneer at such sale is hereby authorized to execute good and sufficient title to said premises.

Witness the hands and seals of said parties of the first part, this the 10th day of May 1905.

Nina Naff (Seal.)
J. M. Naff (Seal).

The State of Alabama, } I Wm Lyman a Notary
Shelby County. } Public in and for said County in said State hereby certify that Mrs. Nina Naff and J. M. Naff, whose names are signed to the foregoing mortgage and who are known to me acknowledged before me on this day, that being informed of the contents of the mortgage they executed the same voluntarily, on the day the same bears date.

Given under my hand this the 10th day of May, 1905.

(Seal) Wm Lyman Notary Public.

Filed for record May-12-1905 & recorded.

A. P. Longshore
Judge of Probate.