State of Alabama }
Shelby County } Know all men by these presents: That whereas the undersigned Paul A. Caldwell is justly indebted to R. M. Jenkins and J. W. Douglass, partners doing business as Iron City Lumber Company, in the sum of One thousand nine hundred and fifty ($1950.00) due by thirteen (13) promissory notes bearing even date with this mortgage and payable th: first one on January 1st, 1910, and then one on the first day of each month thereafter until

Iron City Lbr Co

State of Alabama, Shelby County.

To A. P. Longshore, Judge of Probate, Shelby County, Alabama. Satisfaction is hereby acknowledged of a Mortgage executed by Paul A Caldwell wif on the 11 day of Dec 1909 to Iron City Lumber Co to secure the sum of $19.50 and recorded in the Probate Office of Shelby County, Ala., in ~~Mortgage~~ Deed Record, Vol. 42 Page 518

Witness our hands and seal, this ..... day of ..... 19....

Iron City Lumber Co

J W Douglas Mgr.

all thirteen notes are paid, all of said notes bear 8% interest from date and; Whereas the said Paul A. Caldwell is desirous of securing the prompt payment of said notes when same falls due; Now therefore for and in consideration of said indebtedness and to secure the prompt payment of the same at maturity the said Paul A. Caldwell and wife Elizabeth Caldwell, have bargained and sold and do hereby grant, bargain, sell and convey unto the said R.M. Jenkins and J.W. Douglass, partners doing business as Iron City Lumber Company, the following described real estate and personal property situated in Shelby County and State of Alabama viz: The W-1/2 of the NE 1/4 and the W 1/2 of the NW 1/4 of the S.E. 1/4 of Section eleven (11), Township twenty four (24) Range twelve (12) East, containing one hundred acres more or less and being a tract of land upon which M.V. Wallace and wife S.E. Wallace, now reside, together with the right and privilege to enter upon and remove said timber and the right to haul said timber and any other timber that said P.A. Caldwell may desire to transport to his saw mill over any of said land not inclosed and cultivated.

Also the South 1/2 of Fraction A, and the North half of Fraction B, of Section 12, Township 24, Range 12 East, together with the right to enter upon said land and cut and remove said timber for the term of two years from the 22nd day of July, 1909. Also our right and title in and to the following described property; All the pine timber measuring eight inches or more in diameter, 24 inches from the ground from the following land to wit: The Southeast quarter of the Northwest quarter and the East half of the Southwest quarter and the West half of the Southeast quarter, of Section two (2) Township twenty four (24) North of Range (12) East together with the right of ingress and egress on and over said land for ourselves and employees for the purpose of cutting and removing the aforegranted timber

as granted in a contract and conveyance dated October 23rd 1909, and running for the term of three years from the 1st day of November, 1909.

Also the following described property lying in Shelby and Chilton Counties in the State of Alabama to wit: The W1/2 of the W1/2 of fractional Section two (2), all of the E1/2 of the E1/2 of fractional section three (3) lying South of the Southern Railway right of way except on the William Nelson lot. The W1/2 of the NW1/4 and SE1/4 of NW1/4 and the SW1/4 of Section eleven (11) The W1/2 of the NE1/4 and the SE1/4 of NE1/4 and the S.E.1/4 and the E1/2 of the SW1/4 and the NW1/4 of the S.W.1/4 of Section ten (10), The S.E.1/4 and the SE1/4 of the SW1/4 of Section nine (9) and the NW1/4 of Section fourteen (14), all in Township twenty four (24) Range twelve (12) East and also privileges and rights granted to P.A. Caldwell in an agreement dated June 12th 1909, and executed by John T. Ellis, Alma Ellis and M.D. Latham. Also the following described personal property located at the present mill seat of Paul A. Caldwell, Montevallo, Shelby County, Alabama to wit: 1, 48X14 Atlas Boiler connections etc. complete, One (1) 11X14 Atlas Center crank engine complete, One (1) Number 0 1/2 Knight Saw Mill complete with belts saws, carriage and track One (1) 3 Hp. gasoline engine. One (1) Bull dozier pump complete with pipe connections etc. Two (2) Irish log drags. One (1) Greenshoro log drag, together with all yokes and chains. Also 1, Red oxen, named "Ben", 1, Blue Oxen named "Buck", 1 white and black oxen named "Scott" 1, brindle oxen named "Buck", 1, white and red oxen named "Jerry", 1, Red Oxen named "Red", 1 Black oxen named "Lep", 1, brindle oxen named "Rowdy" 1, brown oxen named "Jack", 1, white and red oxen named "Ben", 1, dun oxen named "Dan" 1 Red oxen named "Brandy", 1, brindle oxen named "Bell", 1, Red oxen, named "Charley", 1, white oxen named "Dan". There is and shall be included in this mortgage also all the merchantable lumber hereinafter cut or manufactured by the said Paul A. Caldwell at his

mill plant at Monticello which mill plant is included in this mortgage for a period of thirteen months beginning January 1st, 1910 and ending February 1st, 1911, except as to five cars of lumber now being cut by the said Paul A. Caldwell who is given the right to cut three cars for Marbury Lumber Company and two cars for Forest Lumber Company. And all of said lumber except the five cars above referred to which is cut at the said plant of Paul A. Caldwell shall be shipped to or on the order of the said Iron City Lumber Company the same to be paid for in the usual way except that an amount equal to one half of the note due each month and secured by this mortgage shall be deducted from the first two cars of lumber so shipped in each month prior to the time that the note on which it is to be applied as a credit shall become due. It is further agreed and understood that in the event the said Paul A. Caldwell fails or refuses to ship all of the output of the said mill plant to or on the order of the said Iron City Lumber Company, that then and in that event all of the indebtedness hereby secured shall at once become due and payable and this mortgage become subject to be foreclosed at once. It is also understood and agreed by and between the mortgagor and mortgagee herein that in placing the orders for lumber to be shipped that the Iron City Lumber Company will have due regard for the kind of timber owned by the said Paul A. Caldwell and out of which the lumber ordered is to be manufactured. Also that the said Paul A. Caldwell shall have the right at any time before the maturity of the notes secured hereby to take up and pay all of the same and shall only be required to pay the interest thereon which is accrued and earned up to the time of such payment. To Have and To Hold, the above granted premises and property unto the said

R. M. Jenkins and J. W. Douglass and unto their heirs and assigns forever, and for the purpose of further securing the payment of said notes we do hereby agree to pay all the taxes or assessments when imposed legally upon said premises and property and should we make default in the payment of same, said R. M. Jenkins and J. W. Douglass, may at their option pay off the same; all amounts so expended by R. M. Jenkins and J. W. Douglass additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said R. M. Jenkins and J. W. Douglass and be due and payable at the maturity of the first of said notes maturing thereafter. Upon Condition However, That if the said Paul A. Caldwell and Elizabeth Caldwell pay said notes and reimburse said R. M. Jenkins and J. W. Douglass for any amount they may have expended as taxes 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 R. M. Jenkins and J. W. Douglass, or should said notes or any one thereof or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said R. M. Jenkins and J. W. Douglass or their assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance therein, 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 R. M. Jenkins and J. W. Douglass, their agents or assigns, shall be authorized to take possession of the premises and property hereby conveyed, and after giving ten (10) days notice by publication once of the time place and terms of sale, by publication in some newspaper published at Monticello in said County and State, to sell the same at the present

will sell either with or without having all the personal property above described present at said sale, 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 fee; Second to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying, taxes, and 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 Paul A. Caldwell or Elizabeth Caldwell, and we further agree, that said R. M. Jenkins and J. W. Douglass, their 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 fee to said R. M. Jenkins and J. W. Douglass, or their assigns for the foreclosure of this mortgage in chancery. Should same be foreclosed said fee to be a part of the debt hereby secured. Witness our hands and seals this the 11th day of December A.D. 1909.

Witnesses
Wm Lyman.

Paul A. Caldwell
Elizabeth Caldwell

State of Alabama }
Shelby County } I, Wm Lyman a Notary Public, in and for said County, in said State, hereby certify that Paul A. Caldwell and wife, Elizabeth Caldwell, 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 this conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand this the 11th day of December 1909.

Wm Lyman
Notary Public

State of Alabama } I, Wm Lyman, a Notary Public
Shelby County } in and for said County in said State
hereby certify that on the 11th day of December 1909,
came before me the within named Elizabeth Cold-
well known to me (or made known to me) to be
the wife of the within named Paul A. Caldwell,
who being examined separate and apart from
the husband, touching her signature to the with-
in named 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 hereunto set my hand
this the 11th day of December, 1909.

Wm Lyman
Notary Public

Filed and recorded Dec. 11th 1909.

A P Longshore Judge of Probate