State of Alabama, } This Indenture, made and entered
Shelby County. } into this 3rd day of January, 1913,
by and between William Looney and Nancy J. Looney,
of Shelby County, Alabama, parties of the first part, and
the Bank and Trust Company of Talladega, party of
the second part.

Witnesseth: That whereas, the said parties of the
first part are justly indebted unto the party of the
second part in the sum of Four Hundred and Thirty-
five ($435.00) Dollars, for the said sum of $435.00
advanced in cash, which is evidenced by their promissory
note of even date with this instrument, negotiable and pay-
able at the Bank and Trust Company of Talladega, and
due on the 1st day of December, 1913, for the said sum
of $435.00

Now, therefore, in order to secure the above in-
debtedness, the said parties of the first part have bar-
gained, sold and conveyed, and by these presents do here-
by grant, bargain, sell, alien, enfeoff and convey
unto the said party of the second part the following
described real estate, lying and being in the County
of Shelby, and State of Alabama, and more partic-
ularly described as follows, to-wit:

The Northeast 1/4 of the Southwest 1/4, Section 29, Township
19, Range 2 East, in Shelby County, Alabama.

Also the following described land: Commencing at a rock
on the Coosa Valley road in front of Alex Carter's dwelling

house and running in a westerly direction, running by the first Lime Sink on the South side of said Lime Sink straight to the line dividing the Dr. McGraw and T. J. Martin place, thence South along said line to the T. J. Martin grass lot and thence East to the Cocoa Valley road, and thence along said road to the starting point, except a lot 100 ft. by 150 ft. in the S. E. corner of said plat or parcel of Land, containing eleven acres, more or less, being a part of the S. W 1/4 of S. E 1/4 of Section 28, Township 19, Range 2 East.

To Have and To Hold the above described lot, tract or parcel of land, together with all the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining unto the said party of the second part, his heirs and assigns in fee simple.

And the said parties of the first part, for their heirs, executors and administrators do hereby covenant that they are seized of an indefeasible estate in fee simple in and to said lands, and have a good and lawful right to sell and convey or incumber the same, and that the same are free from all incumbrances, and that they hereby warrant and will forever defend the title to said premises unto the said party of the second part, his heirs and assigns, from and against the lawful title, claim, or demand of any and all persons whomsoever.

But, this conveyance is made upon the following conditions and stipulations, to wit:

1st. Said parties of the first part agree to insure the buildings on said premises in some good and responsible insurance company, for a sum equal to the indebtedness hereby secured, not to be more than three-fourths of the value of said buildings, with loss, if any, payable to said party of the second part as their interest may appear.

2nd. Said parties of the first part agree to regularly assess said property, and to pay all taxes on the same which may become due on said mortgaged property during the pendency of this lien, and to pay the cost of executing and recording this said mortgage, and also to pay a reasonable attorney's fee for collecting said

Satisfaction is hereby acknowledged of the Mortgage executed by

William Looney and wife Nancy J. Looney

on the 3rd. *day of* January *191*3,

to Bank & Trust Co. of Talladega, Ala.

to secure the sum of $ 435.00, *and recorded in the Probate*

Office of ~~*Talladega*~~ Shelby *County, Alabama, on page* 486 *of*

~~*Mortgage*~~ Deed *Record, No.* 51

This the 3 *day of* May *191*8

Bank & Trust Co. of Talladega Ala.

By

Mortgagee.

[*Please place this where Mortgage is recorded.*]

indebtedness hereby secured and for foreclosing this said mortgage, either under the power herein contained, or in a Court of Chancery, if the same is foreclosed by an attorney. 3rd. If said parties of the first part fail to assess said property, and to pay the taxes on the same, or to insure said buildings, or fail to pay for the executing and recording of this said mortgage, then the said party of the second part may pay the same and take out said insurance and this conveyance shall stand as a security for the same, with eight per cent interest from the date of the payment.

Now, if the said party of the first part shall keep and perform each and all of the said stipulations and agreements above set forth, and pay all of the said indebtedness above described, as the same may fall due, then in that event, this conveyance to be null and void, otherwise to remain in full force and effect, it being understood that a failure to pay any part of said indebtedness when the same falls due shall make the whole of said indebtedness become due and payable at once, and upon the failure of the said parties of the first part to keep all of said stipulations and agreements, and to pay any and all of said indebtedness, when the same falls due, then the party of the second part may enter upon and take possession of said premises, and after giving ten days' notice of the time and place and terms of sale, by notice published in some newspaper published in Shelby County, Alabama, or by posting notices at three public places in said County, proceed, either in person or by agent, to sell said property at public outcry, to the highest bidder for cash, the proceeds of said sale to be applied as follows: 1st, To the payment of all the costs and expense of making said sale, including a reasonable attorney's fee for the foreclosure of said mortgage and collection of said indebtedness; 2nd, - To the payment of such sum or sums as have been paid by said party of the second part for taxes, insurance and cost of executing and recording this said indebtedness; 3rd, - To the payment of the amount due on said indebtedness

and the balance, if any, to be paid to the party of the first part.

And in the event of said sale, said auctioneer is hereby authorized and empowered to make a deed to the purchaser, with the usual covenants and warranty, and said party of the second part may purchase at said sale as if a stranger to this said mortgage, and it is understood and agreed that any irregularity in giving said notice or making said sale, shall, in no way effect the validity of the same.

It is further agreed and stipulated that as against the collection of this said indebtedness, the said parties of the first part do hereby waive all rights of exemption, both as to personal property and homestead property secured to him under the Constitution and Laws of the State of Alabama or any other state, or of the United States.

Witness our hands and seals, this day and year first above written.

attest: E. B. Hatcher. Wm Looney (L.S.)

M. E. Hatcher. Nancy J. her x mark Looney (L.S.)

State of Alabama,
Shelby County. } I, E. B. Hatcher N.P. & Ex off. J.P., in and for said County, hereby certify that William Looney and Nancy J. Looney, 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 the day the same bears date.

Seal

E. B. Hatcher N.P. & Ex off J.P.

State of Alabama,
Shelby County. } I, E. B. Hatcher N.P. & Ex off. J.P., in and for said County, do hereby certify that on the 4th day of January 1913, came before me the within named Nancy J. Looney, known to me to be the wife of the within named William Looney, 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

Seal set my hand this 4th day of January 1913 -
E. B. Hatcher N.P.V Ex off. J.P.

The State of Alabama,
Shelby County. } I hereby certify that the within conveyance was filed in this office for record 14th January 1913 at 9.30 o'clock A.M., and recorded in Deed Record 51 pages 486 and examined.

A. P. Longshore, Judge of Probate.