State of Georgia } This Indenture made and entered into, this the 17th
County of Floyd } day of November 1913 between James Hinton and his wife Gertrude R. Hinton both of the County and State aforesaid, parties of the first part and F. N. Copeland trustee of the same place, party of the second part; Witnesseth; That the said parties of the first part for and in consideration of the sum of $5 45.00 cash in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and doth by these present, grant, bargain, sell and convey unto the said party of the second part trustee, his heirs, assigns and successors the following real estate to wit:
S½ of SW¼ and SW¼ of SE¼ less one acre in the N.W. corner of the SE¼ of the SW¼, Section 24, Township 21, range 3 West, situated in Shelby County in the State of Alabama, and which said land is also described in a deed signed by O. M. Wooten to said James Hinton dated the 6th day of November 1913, and recorded at 10 o'clock A.M. in Deed Record Volume 54 page 312, in said 6th day of November, 1913, and said recorded deed has for further description of the land herein conveyed is herein specifically referred to and adopted as for description.
To have and to hold to the said F. N. Copeland Trustee, together with the tenements and appurtenances thereunto belonging or in any wise appertaining and to him and his heirs and assigns and successors forever, and the parties of the first part, will warrant and forever defend the right and title to the above named bargained premises, as against the lawful claims of all persons

Filed Dec 31-1914.

whatsoever and warrant the same to be free from all liens, claims and incumbrances. The foregoing deed of conveyance is made for the following purpose to wit;

The said W. L. Daniel, has this day indorsed a note for said James Hinton for the principal sum of $545.00 due twelve months after date, and bearing interest at the rate of 8 per cent per annum after maturity with provision to pay ten per cent attorney's fees on the principal and interest if said note is collected through an attorney at law, said note waiving demand, notice and protest for non payment.

Now in the event the said Hinton shall pay or cause to be paid said note according to its terms and time and thereby hold the said W. L. Daniel his indorser harmless, then this deed to be null and void and of no effect but in the event the said W. L. Daniel his heirs or assigns, are made liable for, or shall have to pay said note, or any part thereof, then and in said last event, said land may be sold at public outcry at the County seat in Shelby County Alabama after advertising the same according to law, and the proceeds shall be used first to pay said W. L. Daniel any amount that he may become liable for, by reason of having indorsed said note, including its cost, attorneys fees, interest etc that may accrue by reason of said indorsement and the balance arising from said sale, if any to be paid to the said James Hinton his heirs or assigns, and the said parties of the first part and party of the second part hereby agree upon and appoint F. M. Copeland as trustee, through and by whom the land herein described for the purpose herein stated may be advertised as herein provided, and that the said trustee is fully authorized and directed, in the event of any loss to the said W. L. Daniel as herein stated after advertising said land, as herein provided, to sell at public outcry to the highest bidder for cash, to make and deliver a good and sufficient deed to the purchaser or purchasers, at the sale herein provided for, to the land in this deed described. The sale may be made without any order of any court, and without notice to the makers of this deed and when made, shall convey all the title, interest or claim of the said James Hinton and his wife Gertrude N. Hinton.

This deed is made in the State of Georgia, to have the same force and effect in said Shelby County Alabama, as if executed there.

In Witness Whereof, the said parties of the first part have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses- Nathan Harris,
E. F. Hough.

Jas Hinton (LS)
Gertrude N. Hinton (LS)

State of Georgia } I, E. F. Hough an officer in said State and
Floyd County, } County and having a seal of office, and authorized to take this acknowledgement, hereby certify that James Hinton and his wife, Gertrude Hinton, whose names are signed to the foregoing conveyance and who are each known to me, acknowledge before me on this day that being informed

Georgia, Floyd County. The foregoing deed was made to me to be filed for record by W. L. Daniel and the debt therein described is held by said Daniel as indorser on a note made by James Hinton to Chas. Gamble, and said deed is held as security for the payment of said note. This 21-1914 Given under my hand and official seal this 21-1914 Oliver Cooper. Ga. Floyd Co.

of the contents of the conveyance they execute the same voluntarily on the day the same bears date.
Signed under my hand and seal this the 17th day of November. (Seal)

E. F. Hough Notary Public, Floyd County
Georgia (Commission expires Sept. 8th 1916

State of Georgia } I E. F. Hough, an officer authorized to take acknowledge-
County of Floyd. } ments, certify that on the 17th day of November 1913, came before me the within named Gertrude K. Hinton known to me to be the wife of the within named James Hinton who being by me examined separate and apart from her husband, touching her signature to the within conveyance, acknowledges that she signed the same of her own free will and accord and without fear, constraint or threats on the part of her said husband.
For witness whereof I hereto set my hand this the 17th day of November 1913.

(Seal) E. F. Hough Notary Public, Floyd County
Georgia (Commission expires Sept. 8th 1916.

I — accept the Trusteeship provided for in the foregoing deed.
This 17th 1913. F. M. Copeland

The State of Alabama } I hereby certify that the within conveyance was
Shelby County } filed in this Office for record Nov. 22 1913 at 1 o'clock P.M. and recorded in Deed Record 52 page 387 and examined.

A. P. Lingfoe Judge of Probate.