

State of Alabama

Shelby County Whereas, The undersigned, F. M. Schofield, are hereinafter called parties of the first part, are jointly indebted to Nelson Land and Improvement Company, a corporation (which is hereinafter called party of the second part), in the sum of six hundred eighty & ⁰⁰/₁₀₀ dollars, which is evidenced by their two joint promissory notes, bearing even date herewith, each for the sum of eight hundred forty & ⁰⁰/₁₀₀ dollars, and payable, respectively, on or before the 15th day of November 1920 and on or before the 15th day of November, 1921, with interest from date at the rate of 6% per annum, and being desirous of securing the punctual payment of said notes, as they mature, respectively. Now, therefore, in consideration of the premises, and of the sum of five dollars in hand paid to said parties of the first part said party of the second part, the receipt whereof is hereby acknowledged, said parties of the first part, each of whom is unmarried man, have granted, bargained and sold, and do, hereby grant, bargain, sell and convey unto said party of the second part, the following described real estate situated in said County of Shelby and the County of Bibb, State of Alabama, to-wit: The E¹/₂ of the S¹/₄ of S¹/₄ of section 17, and the S¹/₄ of the S¹/₄ of section 18, and all that part

Given

of the N E^{1/4} of section 19 which lies east of the right of way
 of the Santhorn Railway, except the following described parcel
 Beginning at the point of intersection of the east line of said
 right of way with the south line of said N E^{1/4} of said sec-
 tion 19, running thence east, along the said south line
 of said N E^{1/4} of section 19, a distance of 511 feet, thence
 north parallel with the east line of said section 19, a
 distance of 511 feet, thence west parallel with said south
 line of said N E^{1/4} of section 19, to the east line of said
 right of way, and thence southwardly, along the said
 east line of said right of way to the point of beginning of
 said parcel hereby excepted; also the N^{1/2} of the S E^{1/4} of the
 N E^{1/4}, and the S E^{1/4} of the N E^{1/4} of the N E^{1/4} of section 20, all of
 said lands being in the township 24. N., Range 13 East and con-
 taining 184 acres, more or less. To have and to hold unto said
 party of the second part, its successors and assigns forever.
 But this conveyance is a mortgage, and if said indebtedness
 be paid when and as said notes mature or before, accord-
 -ing to the terms thereof, and all other terms of this mortgage
 met by said parties of the first part as herein stipulated, then
 this conveyance shall be null and void; but if default
 be made in the payment of said notes or either of them, in
 whole or in part, or in the payment of any other sum here-
 in agreed to be paid by said parties of the first part,
 then and in ^{any} such event, said party of the second part
 may treat all of said indebtedness as due and pay able
 regardless of the terms of said notes and whether in pro-
 cess of payment or not, may sell the afore granted premises
 at public outcry to the highest bidder for cash, in front
 of the post-office in the town of, now called, Shelby County
 Alabama, after having given notice of the time place and
 terms of sale by printing notices in three public places
 in said Shelby County at least thirty days prior to such
 date of sale, and the proceeds of sale to apply as follows;
 1st to the payment of the expenses of sale, including a
 reasonable attorney's fee, whether sale is held under
 the power contained herein or by virtue of proceedings
 in equity; 2nd. To the payment of the amount that may then
 be due or unpaid of the indebtedness secured hereby, and
 3rd If there be any surplus to pay the same to said parties

of the first part or either of them, and do agreed and understood that at any sale held by virtue of this mortgage said party of the second part may bid and become the purchaser the same as might a stranger to this conveyance, and the auctioneer or person crying said sale is hereby authorized and empowered to execute good and sufficient deed to the purchaser, as auctioneer and for and in the name of said parties of the first part as attorney in fact. It is further agreed and understood that during the running of this mortgage said parties of the first part will pay all taxes assessed against said property, and all other lawful charges assessed against the same, failing in which said party of the second part may pay the same and charge the same against said parties of the first part, the amount thereof to be added to and become a part of the principal of the note above described first falling due after each payment, in all respects as if such sum or sums had been originally included in each note. It is further understood and agreed that said parties of the first part are to collect and have the rents accruing for any and all said land for the current year and during the running of this mortgage in witness whereof said parties of the first part have hereunto set their hands and seals this the 25 day of August 1919.

F. M. Schofield (seal)

N. B. Schofield (seal)

R. C. Schofield (seal)

State of Alabama

Shelby County

I, L. W. Weaver, a Notary Public in and for said county in said State, hereby certify that F. M. Schofield, N. B. Schofield, and R. C. Schofield, 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 25 day of August 1919.

L. W. Weaver

STATE OF ALABAMA,
SHELBY COUNTY.

I, G. W. Weaver, Judge of Probate, hereby

STATE OF ALABAMA,
SHELBY COUNTY. } I, G. W. WEAVER, JUDGE OF
PROBATE FOR SAID COUNTY, HEREBY CERTIFY THAT THE
FOLLOWING PRIVILEGE TAX HAS BEEN PAID ON THE WITHIN
INSTRUMENT AS REQUIRED BY ACTS OF 1902 AND 1906.
VIZ: \$ 2.50

Notary Public Shelby Co.,

certify that the within note
was filed in this office for record 26 day
of Aug., 1919, at 2 o'clock, P.M.
and recorded in note Record 126
pages 335 and examined

G. W. Weaver

JUDGE OF PROBATE OF SHELBY COUNTY.

G. W. Weaver

Judge of Probate

Fee, \$ 1.50