State of Alabama, } Whereas, Mrs Rose O. Cannon purchased
Jefferson County } from Mrs Nellie Edwards, alias Mrs Nellie
Hagan and her husband, P. J. Edwards, alias J. C. Hagan,
the hereinafter described real estate, viz:
The S.W¼ of the S.W¼ of Section 1; the S½ of the S½ of Section 2;
the S.E¼ of the S.E¼ of Section 3; and the N.E¼ and the N.E¼ of the
N.W¼ of Section 11, all in Township 20 Range 2 West, with certain
reservations contained in said deed, dated heretofore to-wit: on
the 31st day of July 1919, and is recorded in the Probate Judge's
Office of Shelby County, Alabama, and
Whereas, said Mrs Rose O. Cannon paid a part of the purchase
money for said property in cash and executed her three promis-
sory notes for the balance thereof, all dated August 1, 1919,
the first for $583.00 payable on the 1st day of December 1920; the
second for $584.00 payable on the 1st day of December, 1921;
and the third for $583.00 payable on the 1st day of December 1922
and executed her mortgage, joined in by her husband, Thomas R.
Cannon, to secure the payment of said notes, which mortgage is
recorded in Volume 127, Record of Mortgages, pages 194-96 in the
Probate Judge's Office of Shelby County, Alabama, and
Whereas, on May 11, 1920, the said Mrs Nellie Edwards, alias Mrs
Nellie Hagan, transferred said mortgage to said J. C. Hagan,
both upon the face of said mortgage and upon the record
of said mortgage in the Probate Judge's Office in Shelby County
Alabama, but some question has arisen as to the validity

of said transfer, and
Whereas, said Mrs Rose A. Cannon is desirous of selling a part or all of said lands and to have whatever part or all of said lands she may sell from time to time released from the lien of said Mortgage which she executed as aforesaid, and
Whereas, the parties hereto are willing that she should do so.
Now, in consideration of the Premises, and of the mutual agreement herein set out, and of One Dollar ($1.00) in hand paid to the said Mrs Nellie Edwards, alias Hagan, and to said P. J. Edwards, alias J. C. Hagan, in hand paid by said Mrs Rose A. Cannon, the receipt of which is hereby acknowledged, the said Mrs Nellie Edwards alias Hagan, and the said P. J. Edwards, alias J. C. Hagan, now deposit with the Traders National Bank at Birmingham, Alabama, the said notes and mortgage to be held by it in trust for the following uses and purposes and with the following agreement, viz:
Whenever the said Mrs Rose A. Cannon shall sell any part or parts or all of said lands from time to time at any time before said notes, or any one of same is past due more than three days and unpaid, for any price or any terms that she may desire to sell same, then in that event, upon her depositing with said bank all of the cash which she may receive as the proceeds of any such sale, less the expense of such sale, with the bank to be applied by it to the payment of said notes, first applying same to the one of said notes first to become due, and if said cash is not sufficient to pay all of said notes, whether same are due or not, then upon her further depositing such notes and mortgage as she may take for the balance of the purchase money of any such sale or sales made by her, the said bank or any of its officers or agents, are authorized, directed and required to release by proper instrument from the operation and lien of said mortgage executed by said Mrs Rose A. Cannon all that part or parts or all of said lands which the said Mrs Rose A. Cannon may sell as aforesaid; and said bank or any of its officers or agents, are further authorized, directed and required as the agents of said parties owning said mortgage and notes, if same is found necessary or desirable, to satisfy the said mortgage upon the record in Shelby County, Alabama, in part or in whole, as same may be paid, and the act or acts of

said bank, or any of its officers or agents acting in this matter above referred to, are hereby expressly ratified and affirmed as fully as if said act or acts were done or performed by the said Mrs Nellie Edwards, alias Mrs Nellie Hagan, and P. J. Edwards, alias J. R. Hagan, either or both.

In Witness Whereof, the undersigned, said Mrs Nellie Edwards, alias Mrs. Nellie Hagan and her husband P. J. Edwards, alias J. R. Hagan, and said Mrs Rose O. Cannon and her husband, Thomas L. Cannon, have hereunto set their hands and seals in triplicate, this the 18th day of August, 1920.

Nellie Edwards
P. J. Edwards.
Rose O. Cannon
Thomas L. Cannon

Undersigned Traders National Bank, hereby accepts the Notes and Mortgage above described under the terms of the above contract.

State of Alabama,
Jefferson County } I Robbie Leonard, a Notary Public in and for said County and State, hereby certify that Mrs Nellie Edwards, alias Mrs Nellie Hagan, P. J. Edwards, alias J. R. Hagan, Mrs Rose O. Cannon and Thomas L. Cannon, 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 18th day of August, 1920.

Robbie Leonard
Notary Public.

State of Alabama,
Jefferson County } I Robbie Leonard, a Notary Public in and for said County and State, hereby certify that on the 18th day of August, 1920 came before me the within named Mrs Nellie Edwards, alias Mrs Nellie Hagan known to be the wife of the within named P. J. Edwards, alias J. R. Hagan, 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 set my hand, this the 19th day of August, 1920.

Robbie Leonard
Notary Public

State of Alabama } I Robbie Leonard, a Notary Public
Jefferson County, } in and for said County and State, hereby certify that on the 18th day of August 1920, came before me the within named Mrs Rosa Cannon, known to me to be the wife of the within named Thomas L. Cannon, 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, constraint or threats on the part of the husband.
In Witness Whereof I hereunto set my hand, this the 18th day of August, 1920.

Robbie Leonard
Notary Public.

State of Alabama } I. G. W. Weaver, Judge of Probate
Shelby County } hereby certify that the within agreement was filed in this office for record 25 day of April 1921, at 130 o'clock P.M. and recorded in Deed Record 68 Pages 329-32 and examined.

G. W. Weaver
Judge of Probate