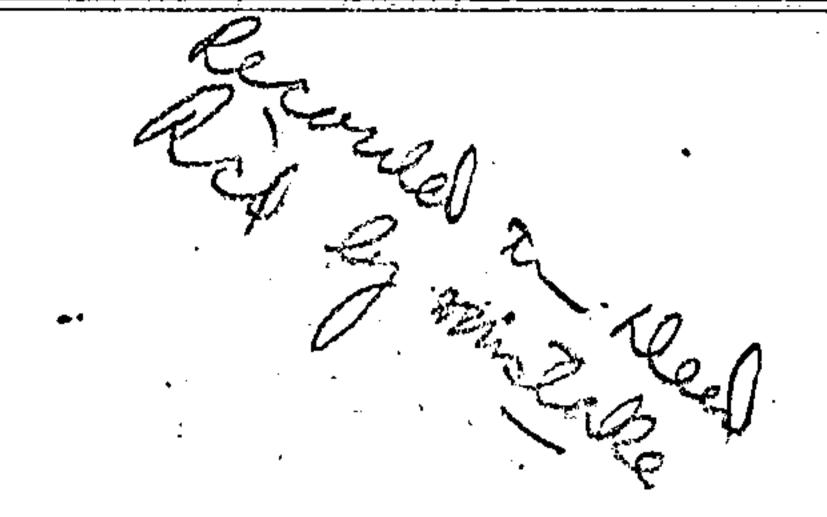
#5517

## MORTGAGE

THE STATE OF ALABAMA )
COUNTY OF SHELBY



KNOW ALL MEN BY THESE PRESENTS,

WHEREAS, the undersigned, G. W. Houston, is indebted to Dorothy Shoup Cole,
Executrix of the estate of H. M. Cole for balance of purchase money for the real estate
hereinafter described and conveyed, in the principal sum of Fifteen Hundred Pollars
(\$1500.) which is evidenced by seven (7) promissory notes in the principal sum of Two
Hundred Pollars (\$200) each payable annually on the first day of November, with interest
at the rate of six per cent, per annum, the first of said notes becoming due November
1, 1927 and one each year thereafter; and one (1) note in the Principal sum of One
Hundred Pollars (\$100.) conditioned as above, due November 1, 1934; all of said notes
being payable at the Merchants & Planters Bank, Montevallo, Alabama, and all of same
being signed by the grantor herein, G. W. Houston and S. E. Houston;

Now, therefore, in consideration of the premises and of the sum of Five Pollars, in hand paid, by said Dorothy Shoup Cole, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness, and the several installments thereof, as provided in said notes, and of any and all other indebtedness secured hereby, we, the said G. W. Houston and Ethel B. Houston his wife, do hereby grant, bargain, sell and convey unto said Dorothy Shoup Cole, Executrix the following described real estate lying and being in said Shelby County, Alabama, to-wit:

Commencing at a point on the Montevallo and Wilton public road 80 feet west of the northeast corner of the NE and of the NW of Section 9, township 24, north, range 12 east; thence running south, 40 degrees west, along said road, 1744 feet; thence south 62 degrees 30 minutes east, 436 and 1/3 feet; thence south 39 degrees west, 304 and 1/3 feet, thence south, 63 degrees east, 264 feet, thence south 28 degrees west, 326 and 1/3 feet, thence north, 88 degrees 10 minutes east, 1897 and 2/3 feet, to a point on the old Selma dirt road, thence south 19 degrees 30 minutes west, 488 and 2/3 feet, to a point on the south boundary line of the  $SW_{4}$  of  $NE_{4}$  of said section; thence north 87 degrees 30 minutes east, along said south boundary line 650 and 1/3 feet, to the southeast corner of said SW $\frac{1}{4}$  of NE $\frac{1}{4}$ , thence north 3 degrees 30 minutes west, to a certain stream called and known as "Wilson's Branch," thence down the run of said branch to the north line of the NWA of the NEA of said Section 9, and thence south 87 degrees 45 minutes west, along said section line, to the point of beginning. but excepting from the above described land nine (9) acres of land in said NWA of NEA belonging to G. W. Kendrick, and known as the "Geo. W. Kendrick Place," and which nine acres are described as follows to-wit: To locate the point of beginning of the said land hereby excepted, commence at a point on the north boundary line of said NW of NE 317 feet west of its intersection with the west line of the Selma dirt road, running thence south no degrees 30 minutes west, 270 feet; this point being the starting point of the description of said nine acres; running thence south 78 degrees west, 247 feet, thence south 5 degrees, 30 minutes west, 839 feet, thence north 82 degrees east 478 feet to a point on said Belma dirt road, thence north 10 degrees east, 382 feet, along said road; thence continuing north, 2 degrees 30 minutes east, 473 feet, along said road, thence south 80 degrees 30 minutes west, 234 feet, and thence north 28 feet, to said point of beginning of the said nine acres.

The land hereby conveyed containing 91 acres, more or less and being the place known as "The H. M. Cole Place", or so much thereof as lies east of the said Montevallo and Wilton Public road, and which was conveyed to said G. W. Houston by said H. M. Cole and his wife, by deed dated, to-wit: the 14th day of December 1920.

TO HAVE AND TO HOLD unto said Dorothy Shoup Cole, executrix, her heirs and assigns forever.

And the grantors herein covenant with said Dorothy Shoup Cole, executrix, her heirs and assigns, that they are lawfully seized of the aforegranted premises; that they have a good right to sell and convey the same as they do hereby, and that they will and their heirs, executors and administrators shall warrant and defend the title to the same to said Porothy Shoup Cole, executrix, her heirs and assigns against the lawful claims or demand of any and all persons whomsoever, except however, a first mortgage to the Federal Farm, Loan Bank in the principal sum of Fifteen Hundred Pollars (\$1500.)

BUT THIS CONVEYANCE IS A MORTGAGE and if said indebtedness, and the several installments thereof and any and all other indebtedness secured hereby shall be paid as the same falls due, respectively, then this conveyance shallbe and become null and void; but if default be made in the payment of either of said notes, or any installment thereof, or any other indebtedness secured hereby, in whole, or in part, when the same falls due, then, in such event, the said Porothy Shoup Cole, executrix, her heirs, assigns, or legal representative may, at her or their election, declare all said indebtedness secured hereby due and payable, regardless of the tenor of said notes, and may take possession of the aforegranted premises, and whether in possession or not, may sell the same at public sale, in front of the post office in the town of Montevallo, Shelby County, Alabama, to the highest bidder for cash, after having given notice of the time, place and terms of sale by posting written or printed notices in three public places in said Shelby County, at least thirty days prior to the 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 for foreclosing this mortgage (and in case this mortgage be foreclosed by proceedings in a court of equity such reasonable attorney's fee shall, likewise, be allowed)

2nd: To the payment of the indebtedness hereby secured then remaining unpaid, whether, according to the tenor of said notes, the same be due or not, and

3rd: If there be any surplus, the same to be paid to said G. W. Houston, or his legal representative, or assigns,

It is further understood and agreed that at any sale by virtue of this mortgage the said mortgagee, their heirs, representatives, or assigns, may bid and become the purchaser, the same, in all respects, as if a stranger to this conveyance, and that the auctioneer, or person crying the sale, by authority of the mortgagee, heirs, representative or assign, be and he is hereby authorized and empowered to execute good and sufficient title to the purchaser, for and in the names of the undersigned, by him as attorney in fact for them, to the said property.

It is further understood and agreed that the mortgagors will, at all times, during the running of this mortgage duly paid all taxes, state, county andmunicipal, that may be legally assessed against said property and all other lawful charges that may accrue, during such time that would constitute a lien on said property,

and, that they will keep the dwelling house on said property insured to the extent of insurable value thereof, against loss by fire, in some good reputable company, with loss or injury, if any, payable to the mortgagee as her interest may appear; failing in either of which obligations, said mortgagee, her heirs, assigns or legal representative may pay such taxes, and lawful charges, and cause such insurance to be obtained, as the case may be, at the expense of the mortgagors, the sum or sums expended for such purpose to be added to the installment due next thereafter, and to be considered a part of the principal thereof, the same as if it had been originally included therein, or if such expenditure be made after the first described note shall have been paid, the same shall fall due thirty days after same shall have been made, and subject this mortgage to foreclosure then default being made in the payment thereof.

It is further understood and agreed that, any extension of the time of payment of any installment hereinabove mentioned, or failure to foreclose upon default in the payment of any installment or other indebtedness secured hereby, shall not be held to be a waiver of the right, to foreclose upon a sugsequent default, it being understood that the mortgagee may foreclose, or not, at her election, at any time when default exists in the payment of any indebtedness secured hereby, regardless of any past favors that may have been shown by the mortgagee. This mortgage is subject to prior mortgage executed to Federal Land Bank for \$1500.00

In witness whereof, we hereunto set our hands and seals this the 14th day of  $A_{\rm D}$ ril, 1927.

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G. W.Houston (Seal)
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Ethel B. Houston (Seal)

S. E. Houston (Seal)

STATE OF ALABAMA )
COUNTY OF SHELBY

I, L. H. Elis, a Notary Public in and for said County in said State, hereby certify that G. W. Houston and Ethel B. Houston and S. E. Houston whose names are sighed 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 14th day of May 1927.

L. H. Ellis--Notary Public

STATE OF ALABAMA )
COUNTY OF SHELBY )

I, L. H. Ellis, a Notary Public in and for said County in said State, hereby certify that on the 14th day of May 1927, came before me the within named Ethel B. Houston, known to me to be the wife of the within named G. W. Houston, who being examined separate and apart from the husband, touching her signature to the within mortgage, acknowledged that she signed the same of her own freewill and accord and without fear, constraint or threats on the part of the husband.

Given under my hand this 14th day of May 1927.

L. H. Ellis--Notary Public
THE STATE OF ALABAMA )

SHELBY COUNTY )

I, L.B. Riddle Judge of Probate hereby certify that the within mortgage was filed in this office for record June 16th 1927 at 3 oclock P.M. and recorded in Deed record 82 page 126 and examined.

I further certify that the privilege tax of \$2.25 has been paid. L.B.Riddle-Judge of Probate