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MORTGAGE

STATE OF ALABAMA)
SHELBY C OUNTY

THIS DEED OF MORTGAGE, made and entered into on this the ___day of _ecember, 1927, by and between Calera Lime Works, a corporation, the party of the first part and Keystone Lime Works, a corporation party of the second part, Witnesseth:

That the party of the first part being indebted to the party of the second part in the sum of Four Thousand, Six Hundred Forty Seven and 14/100 (\$4647.14) Follars due by 46 promissory notes of this date, the first of which being for the sum of One Hundred Follars with interest from date, due and payable on the 25th day of January, 1928, and 44 notes for the sum of One Hundred Follars each, with interest from date being payable on the 25th day of each month following said January 25th 1928, and one note for the sum of One Hundred Forty Seven and 14/100 (\$147.14) Follars, with interest from date, being due and payable on the last month which is October 25, 1931, and being desirous of securing the payment of the same, in consideration thereof has granted, bargained, sold and conveyed, and by these presents does grant, bargain, selland convey to the said party of the second part the property hereinafter described, that is to say situated in Shelty County, Alabama, and more particularly known as:

South half of the northwest quarter and the west half of the southwest quarter of Section 17, Township 22, Range 2 west, also the southwest quarter of southeast quarter and east half of southeast quarter of Section 22, Township 22, Range 3 west, and west half of southwest quarter of Section 23, Township 22, Range 3 west, also northeast quarter of northwest quarter and northwest quarter of northeast quarter of Section 2, Township 24, Range 12 east, and also the northeast quarter of northwest quarter, and all that part of southeast quarter of northwest quarter lying north of and along the Columbiana and Montevallo public road, all in Section 5, township 24,, Range 13 east and containing 43 acres more or less.

Beginning 220 yards due east of the SW corner of the southeast quarter of Section 24, Township 22, south of range 3 west, thence running due north 3653.24 feet thence east 1982.32 feet to the east line of the NE1 of said Section, Township and Range, thence running south 1352.15 feet to the NE corner of the NE1 of the SE1 of Section 24, Tp. 22, south of range 3 west, thence running west 660.53 feet, thence south 2235.16 feet to the south line of the SE1 of Section 24, Tp. 22, south of range 3 west, thence running west and parallel with said south line of said SE1 1320 feet to the point of beginning, containing 129.59 acres, situated in Shelby County, Alabama.

It is understood and agreed by and between the parties hereto that this mortgage is second and subject to a certain mortgage executed by Calera Lime Works, a corporation, to W. R. Taylor, which mortgage was executed on the 16th day of June 1927, securing the payment of Fifteen Thousand Dollars, said mortgage being recorded in the Probate Office of Shelby County, Alabama, in Mortgage record Vol. 149, pages 318-19.

assigns forever. But this deed is intended to operate as a mortgage and subject to the following conditions - that is to say, if the party of the first part, shall pay and satisfy each note above described on or before the same falls due and satisfy the entire debt on or before the same falls due, then this conveyance shall be null and of no effect, but on default of such payment, or any part thereof, then the said

party of the second part, its successors or assigns may take the above described property into possession and having or not having the same in possession, may sell the same to the highest kidder, at public auction, at Columbiana, Alabama, for cash, having advertised such sale in some newspaper published in said county, by two weekly insertions, or by posting at three public places in said ounty, for not less than twenty days at the option of the mortgagee, and execute title to the purchaser at said sale, and shall apply the proceeds to the payment of the expenses incident to said sale, including allcosts of collection, taking possession of, and caring for said property, and allattorney's fees, and the payment in full of the said demand hereby secured, and pay over the remainder, if any, to the said party of the first part. And it is further agreed that the mortgagee may buy the above-described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that the party of the first part shall insure the buildings on said property in some good and responsible fire 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 the party of the second part, as its interest may appear. And said party of the first part agrees to regularly assess said property and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said building s, then the said party of the second part may pay the same and takeout said insurance, and this conveyance shall stand as security for the same.

In testimony whereof, the said corporation has caused its corporate seal to be hereto affixed, and these presents to be signed by R. E. Bowdon, President of said corporation, on this the 24 day of December, 1927.

Calera Lime Works Inc. (Seal)
By R. E. Bowdon
its President

Executed in the presence of T.W. Whatley

THE STATE OF ALABAMA

COUNTY OF SHELBY

I, T. W. Whatley, a Notary Public & x Off. J.P. in and for said County, in said State, hereby certify that R.E. Bowdon who se name as President of the Calera Lime Works, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 24th day of December, 1927.

.w.

T. W.Whatley--N.P.& Ex Off. J.P.

THE STATE OF ALABAMA)
SHELBY COUNTY)

I, L.B.Riddle Judge of Probate hereby certify that the within deed was filed in this office for record Feb. 24th 1928 at 9 oclock ALM. and recorded in Negdrecord 85 page 393 and examined.

I hereby contify that

2. Privilege Tax

as been paid on the within

astrument as required by

STATE OF ALABAMA

L. B. Riddle--Judge of Probate

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