know all Men By These Presents that W.F. Atchison individually and doing business under the trade name of Calera Lumber Company, hereinafter called the mortgagor, in consideration of the sum of Five Thousand Collars hereby acknowledged to have been paid to him by R.D. Walker Lumber Company Inc. an Alabama Corporation, hereinafter called the mortgagee, does hereby grant, bargain, sell and convey unto the mortgagee, all that property in the town of Calera in Shelby County, State of Alabama, described as follows:

Lease dated 1/22/29 from Alabama Lime & Stone Corp. to Calera Lumber Co. copy of which is hereto attached, marked Exhibit "A" and made a part hereof, with all rights of the mortgagor in and to the leased premises.

l No. 56 Berlin Planer with bits, heads and belts complete;
l Six by Twelve merican Molder with bits, heads and belts complete
l No. 3 Wheeland saw mill withsaws and belts complete;
l 40 horse power Atlas engine;
l 25 horse power Atlas Engine;
l 80 horse power Nagle Boiler;
l Moore dry kiln 24x48 complete;
l planing mill shed, with stock sheds 56x70,
together with all black-smiths and mechanics;
tools and grinders and all other appurtenances,
and appliances of mortgagor's lumber manufacturing

plant at Calera, A, abama.

Together with all and singular the rights, members tenements, privileges, hereditaments, easements and appurtenances therento belonging, or in anywise appertaining; TO HAVE ANDTO HOLD the same forever.

Provided always, and these presents are upon the express condition that if the said mortgagor shall well and truly pay to the mortgagee said sum of \$5,000.00 together with interest thereon at the rate of 6% per annum, according to the tencr and effect of that certain promissory note of even date herewith, for \$5,000.00 signed by the said mortgagor and payable to the mortgagee at the banking house of the Merchants National Bank of Mobile at Mobile, Alabama, on or before January 8th 1931 and if the mortgagor shallperform all the covenants and agreements herein contained, then these presents shall be void, otherwise shall remain in full force.

and the mortgagor hereby vests the mortgagee with full power and authority, upon the happening of a default inthe payment of the said principal note, or any installment of interest thereon, or upon any default in the performance of any of the covenants and abreements herein contained, at the option of the mortgagee, without notice to the mortgagor to declare all of the indebtedness secured hereby immediately due and payable, and to sellsaid property either as a whole or in separate parcels, at the option of the mortgagee, for cash to the highest bidder after first giving ten days notice of the time, place and terms of sale, together with a description of the property to be sold, by publishing such notice once in a newspaper published in helby County, Alabama; to make propert conveyance to the purchaser; and the proceeds

of said sale to apply, first, to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of the amount of said principal note, whether due or not, with the unpaid interest thereon to the date of sale, and any amounts that may be due the mortgagee by virtue of any of the special liens or covenants and agreements herein declared; and third, the balance, if any, to pay over to the said mortgagor.

And said mortgagor for himself and for his heirs, executors, administrators and successors hereby covenant with the said mortgagee that he is seized of an indefeasible estate infee simple in and to said property and is in the quiet and peaceable possession thereof, that said property is free from all incumbrances, and that he does warrant and that he and his heirs, executors, administrators and successors shall forever warrant and forever defend the title to said property and the possession thereof unto the mortgagee, and, unto the purchaser at said sale, and unto their heirs executors, administrators successors and assigns, against the lawful claims of all persons.

And the mortgagor further expressly agrees and covenants; To pay the full amount of the principal of said note with the interest thereon on or before January 8 1931.

To perform fully and promptly all of his obligations and agreements in and under the contract executed between the mortgagor and the mortgagee under date of January 8, 1930.

 $T_0$  keep said property in good repair and insured against fire for not less than  $F_1$  ve Thousand Dollars by policies issued by good and solvent insurance companies selected by the mortgagee, which policied shall be deposited with the mortgagee and shall provide that loss, if any, shall be payable to the mortgagee as the mortgagee's interest may appear.

To pay promptly all taxes, assessments, liens or other charges and encumbrances which may be or become effective against said property, or any portion thereof, two gether with all penalties, costs and other expenses incurred, or which may accrue, in connection therewith.

That if the motgagee shall upon the happening of any default hereunder foreclose this mortgage either bysale under the power here in contained or by court proceedings or shall otherwise resort to litigation for the recovery of the sums hereby secured, or employ an attorney to collect said sums, the mortgagor will pay all reasonable costs, expenses and attorney's fees, and any other sum or sums due the mortgagee by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation. That if the mortgagor should fail to perform any of the duties and obligations herein specified to be performed or done by the mortgagor, the mortgagee may perform the same, and for any sums expended by the mortgagee in this behalf, together with interest there on at the rate of eight per cent per annum, the mortgagee shall have an additional lien, secured by these presents, on said property. The mortgagor agrees to pay to the mortgagee any sum or sums so expended by the mortgagee, with the interest thereon, within tendays after the mailing of written notice from the mortgagee to the mortgagor at his place of residence last known to the mortgagee of the expenditure of said sum or sums; together withdemand for the payment thereof.

That in the event of litigation arising over the title to or possession of said property the mortgagee may prosecute or defend said litigation either in its own

name, or in the name of the mortgagor, and for any sum or sums expended by the mortgagee in this behalf the mortgagee shall have an additional lien, secured by these presents, on said poperty.

That at any sale under the powers herein the mortgagee may bid for and purchase said property or any part thereof like a stranger hereto, and in event the mortgagee should become the purchaser at said sale, the auctioner conducting the sale may execute a deed to the mortgagee.

That if any one other than the mortgagee is the purchaser at said sale, either the auctionser conducting the sale or the mortgagee may execute a deed to such purchaser.

That if on the day of sale fixed by the advertisement of such sale, or on the day fixed by any postponement of said sale, the mortgagee or auctioneer conducting the sale should for any reason deem it necessary to postpone or repostpone said sale, such mortgagee or auctioneer is authorized to do so provided that the said mortgagee or the auctioneer conducting said sale shall verbally announce at the time and place set for the sale, the date to which said sale is postponed or repostponed, and in such case the original notice shall be published once again, with a statement at the bottom of same that said sale has been postponed and the date when it will occur. Any sale made in pursuance to such postponements shall be as valid and binding in all respects as if it had been made on the day fixed by the original advertisement of sale.

Interest on all installments paid on the principal note above described shall cease from the date of such payment.

The provisions hereof run in favor of and bind, not only the parties hereto, but also their respective heirs, executors, administrators, successors and assigns.

In witness whereof, the mortgagor, W.F. Atchison, individually and doing business under the trade name of Calera Lumber Company, has hereto set his hand and seal this 8th day of January, 1930.

W.F.Atchison
Individually and doing business under
the trade name of Galera Lumber ompany

SHELBY COUNTY )

I,J.M. Leonard T. a Notary Public & Ex Off. Justice of the Peace in and for said State and County, hereby certify that W.F. Atchison, whose name is signed to the foregoing conveyance, and who is known to me, a cknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 16th day of January, 1930.

J. M. Leonard Jr.
Notary Public & Ex Off. Justice
of the Peace.

THE STATE OF ALABAMA SHELBY COUNTY

I hereby certify that the within deed was filed in this office for record Feb. 11th 1930 at 9 oclock A.M. and recorded in Deed record 90 page 583 and examined,

STATE OF ALADAMA

SHELBY COUNTY

I hereby carrier that

I hereby carrier that

Sheen paid on it within has been paid on the pa