MORTGAGE DEED

2765

\$100.00

Vincent, Ala., August 7th, 1899.

On or before the first day of November 1900 we promise to pay W. F. Bell or order the sum of ONE HUNDRED Dollars, value received. With interest from maturity.

And for the faithful payment of this note and attorney's fees, the maker or makers hereby waive any and all rights he or they have under the laws of Alabama, and of every State, to claim any property exempt from levy and sale, or choses in action from garnishment, should this note not be paid at maturity, and be placed in the hands of an attorney for collection the maker or makers agree to pay the holder or assignee such reasonable sum as said attorney may charge as a fee for the collection hereof and all the costs and expenses of collection. It is agree by the maker or makers and endorser or endorsers hereof, this note is negotiable and not subject to offsets, recoupment, discounts and equitities of non-negotiable paper. Protest and notice, as well as suit against the maker or makers and endorser or endorsers is hereby by each of them severally waived.

ATTEST: J. F. DAVIS

J. T. DAVIS

Peate Singleton
her
Affrue x Singleton
mark

THE STATE OF ALABAMA)
SHELBY COUNTY)

THIS DEED OF MORTGAGE, made and entered into on this the 7th day of August 1899, between Peter Singleton and wife Affue Singleton the party of the first part, and W. F. Bell and wife Mollie Bell of the second part,

in the sum of SIX HUNDRED DOLLARS, as is evidenced by six promissory notes of this date, for that amount, one note for \$100.00 DOLLARS due Nov 1st 1900, one note for \$100.00 due Nov 1st 1901. One note for \$100.00 due Nov 1st 1902, one note for \$100.00 Dollars due Nov 1st 1903, one note for \$100.00 Dollars due Nov 1st 1904 and one note for \$100.00 Dollars due Nov 1st 1905, and being desirous of securing the payment of the same, in consideration thereof, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey to the said party of the second part the _____ property hereinafter described, that is to say, situated in the county of Shelby, in the State of Alabama, and more particularly known as

The East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 3, Township 19, Range 2 East.

TO HAVE AND TO HOLD, to the said party of the second part, his heirs and assigns forever. But this peed is intended to operate as a Mortgage, and is subject to the following condition, that is to say: If the party of the first part shall pay and satisfy the debt above described at the time or before the same falls due or any part thereof, then this conveyance to be null and of no effect, but on default of such payment, then the said party of the second part, his heirs 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 bidder at public auction at Vincent, Alabama, for cash, having advertised such sale by posting at three public places in said County for not less than ten days, at the option of the mortgagee, and shall apply the proceeds to the payment of the expenses incident to said sale, including all costs of collection, taking possession of and caring for said property and all attorney'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 above described property at said sale. It is also further agreed, if the party of the first part should hereafter become further indebted to the party of the second part, this Mortgage shall stand as security for such further indebtedness as though it were specifically mentioned in the same. We further certify that the above property has no prior lien or encumbrance thereon

Bitness hand and seal the day and year above written.

Signed, sealed and delivered in presence of

PEATE SINGLETON (L.S.)
HER

AFFUE X SINGLETON (L.S.)
mark

J. F. DAVIS

J. T. DAVIS

2766

THE STATE OF ALABAMA)

SHELBY COUNTY)

I, G. W. CLEMENTS, a N.P. & Ex. Off. J.P. in and for said County, hereby certify that Peter Singl ton whose name is signed to the foregoing Conveyance, and who is known to me, acknowledged before me, on this day, that being informed of the contents thereof he voluntarily executed the same on the day of its date.

Given under my hand, this 7th day of August 1899.

G. W. CLEMENES, N.P. & EX. OFF. J.P.

THE STATE OF ALABAMA)

SHELBY COUNTY)

I, G. W. CLEMENTS, a N.P. & EX. OFF. J.P. in and for said County, do hereby certify, that on the _____ day of Aug. 1899 came before me the within named Affue Singleton knownt to me to be the wife of the within named Affue Singleton, who being examined separate and apart from the husband, touching her signature to the within Deed of Mortgage, acknowledged that she signed the same of her own free will and accord, and without fear, Constraint or threats on the part of her husband.

In witness whereof, I have hereunto set my hand, this 7th day of August A.D. 1899.

G. W. CLEMENTS, N.P. & EX. OFF. J.P.

I certify that the within Mortgage wasFiled in my office for record at 12 o'clock on the 2nd day of Jan. 1900 and duly recorded on the 16th day of Jan. 1900 in Mortgage Record, Vol_ No 55 page 841.

A. P. LONGSHORE, JULGE OF PROBATE

Filed in this office for record on the 25th day of June 1946 and duly recorded in Deed Record 124, page 348 on the 26th day of June, 1946.

L. C. WALKER, JUDGE OF PROBATE