

STATE OF ALABAMA,

IN THE CIRCUIT COURT, IN EQUITY.

LEE COUNTY.

IN THE MATTER OF THE ESTATE OF WILLIE WALLACE CALDWELL, DECEASED.

This cause coming on to be heard upon the petition of Edwin V. Caldwell, as Administrator de bonis non, cum testamento annexo of the estate of Willie Wallace Caldwell, deceased, filed in the above styled cause, and upon the testimony of E. M. Young and Edwin V. Caldwell, as such Administrator, as noted by the Register, and the same being considered and understood by the Court, the Court is of the opinion that the petitioner is entitled to the relief prayed for in his said petition; it is therefore,

ORDERED, ADJUDGED AND DECREED:

1- That the sale price offered for said lands by B. George is fair, adequate and the reasonable market value of said lands, and that the terms and conditions of the payment thereof is beneficial and to the best interest of said estate.

2- That the sale of said lands hereinafter described, owned by Willie Wallace Caldwell at the time of her death, to B. George at and for the total purchase price of \$38,000.00, payable to the said Edwin V. Caldwell, as such Administrator, upon the terms and conditions as set out in said petition, be and the same is hereby approved, ratified and confirmed by this Court; said terms and conditions being as follows, to-wit:

\$15,000.00 in cash, and the execution and delivery of ten promissory waive bonds, totalling \$23,000.00, due and payable as follows:

One promissory waive bond in the amount of \$2,300.00 due and payable one year from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable two years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable three years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable four years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable five years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable six years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable seven years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable eight years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

One promissory waive bond in the amount of \$2,300.00 due and payable nine years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

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One promissory waive bond in the amount of \$2,300.00 due and payable ten years from the date of said bond, with interest thereon from date at the rate of 5% per annum.

Together with the execution and delivery of a purchase money first mortgage in the sum of \$23,000.00 on the real estate hereinafter described, to secure the said ten (10) promissory waive bonds; said purchase money mortgage to be duly executed and acknowledged by B. George and his wife, K. J. George.

3- That upon the payment by the said B. George of \$15,000.00 in lawful money of the United States to Edwin V. Caldwell, as such Administrator, and upon the execution and delivery by the said B. George to the said Edwin V. Caldwell, as such Administrator, of ten (10) promissory waive bonds, totalling \$23,000.00, and made payable to Edwin V. Caldwell, as such Administrator, together with a purchase money mortgage on the hereinafter described real estate to secure the prompt payment of said ten (10) promissory waive bonds, all in accordance with the terms and conditions set out in Paragraph 2 hereof, the said Edwin V. Caldwell, as such Administrator, is authorized, empowered and directed to execute and deliver to the said B. George a deed conveying to him in fee simple all the right, title and interest of Thomas Martin Caldwell, Willie Wallace Caldwell, Mary Kyle Caldwell, Hannah Caldwell Jackson, Sam. W. Caldwell, Harry E. Caldwell, Tom O. Caldwell, Susan Caldwell Madden, Annie Sue Caldwell and Edwin V. Caldwell in and to those lands owned by the said Willie Wallace Caldwell at the time of her death, lying and being in Shelby County, State of Alabama, as set out in said petition, described as follows, to-wit:

The North-west quarter (NW $\frac{1}{4}$); the North-east quarter (NE $\frac{1}{4}$); the South-east quarter (SE $\frac{1}{4}$); the North half (N $\frac{1}{2}$) of the South-west quarter (SW $\frac{1}{4}$), and ten (10) acres taken evenly off the East side of the South half (S $\frac{1}{2}$) of the South-west quarter (SW $\frac{1}{4}$); all lying and being in Section Fifteen (15), Township Twenty (20), Range Two (2) East; and also,

All of Fractional Section Twenty-two (22), Township Twenty (20), Range Two (2) East, lying North and East of Coosa River.

The above lands being in the aggregate eight hundred nine (809) acres, more or less.

All further matters reserved.

This the 23rd day of January, 1953.

/s/ Albert Hooton
Circuit Judge.

State of Alabama

In The Circuit Court, In Equity

Lee County

I, W.O. Brownfield, Register of said Court, do hereby certify that the foregoing is a full, true and correct copy of a decree rendered by said Court on the 23rd day of January, 1953 in a certain cause pending in said Court IN THE MATTER OF THE ESTATE OF WILLIE WALLACE CALDWELL, DECEASED, No. 3177, as the same appears of record in Equity Minutes 5 at page 581 and on filed in this Office.

WITNESS My hand and seal of Office on this the 28th day of January, 1953.

W.O. Brownfield
As Register of the Circuit Court of Lee County,
Alabama, In Equity

Filed in the office of the Probate Judge on the 2 day of Feb 1953 at 10 o'clock A M
and recorded in Book 157 Page 537 this 2 day of Feb 1953.
Deed Tax _____ Mortgage Tax _____ has been paid.

L.C. Walker, Judge of Probate