

TRUST DEED—Standard Short Form

THIS DEED, Made and entered into this day of March, 1966, by and between Dewey V. Glass and Louise A. Glass, his wife and William V. McKnight and Jessie B. McKnight, his wife of the county of Shelby and state of Alabama part ies of the first part, and the Sheriff of Shelby County, Alabama party of the second part, and -----Norman L. Townley and Anna A. Townley, as joint tenants with right of survivorship-- part ies of the third part, of the county of Osage and state of Missouri

WITNESSETH: That the said part ies of the first part, in consideration of the Debt and Trust hereinafter mentioned and created, and of the sum of One Dollar, to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell, Convey and Confirm, unto the said party of the second part, the following described, real estate, Alabama situate, lying and being in the County of Shelby and State of ~~Missouri~~ to-wit:

From the northeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 20 South, Range 3 West run westerly along the North boundary line of the said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 20 South, Range 3 West for 217.10 feet to the point of intersection of the North boundary line of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 20 South, Range 3 West and the west right of way line of U. S. Highway No. 31; thence continue westerly along the north boundary line of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 35 for 82.88 feet to a point on the east right of way line of the Louisville and Nashville Railroad; thence turn an angle of 83 deg. 18 min. to the left and run southwesterly along the east right of way line of said L & N Railroad for 150.00 feet to the point of beginning of the land herein conveyed; thence continue in the same direction southwesterly 100.00 feet; thence turn an angle of 97 deg. 20 min. to the left and run easterly 76.65 feet to a point on the west right of way line of U. S. Highway No. 31, said point being on the arc of a curve to the right with the following characteristics; Intersection angle 3 deg. 30 min. 46 sec. Radius 5829.65 feet and length of arc being 357.41 feet; thence run northeasterly along the arc of said curve 100.0 feet to the southeast corner of Thomas C. and Sarie Marie Cairns property; thence run in a westerly direction along the south line of the said Cairns property a distance of 80.00 feet, more or less, to the point of beginning, being situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 20 South, Range 3 West. Subject, however, to an easement to the American Tel. & Tel. Co. along the west side of the above described land.

TO HAVE AND TO HOLD the same with the appurtenances to the party of the second part, and to his successor or successors in this trust and to him and his grantees and assigns, FOREVER, in Trust, However, for the following purposes:

WHEREAS, Dewey V. Glass and Louise A. Glass, William V. McKnight and Jessie B. McKnight the said part ies of the first part,

have this day made, executed and delivered to the said part ies of the third part their promissory note of even date herewith, by which they promise to pay to the said -----Norman L. Townley and Anna A. Townley----- or order, for value received

Ten Thousand Five Hundred and no/100----- DOLLARS as per exact duplicate copy of said note, which is attached hereto and made a part hereof, just as if more fully set out herein

Form 1325

ELKINS-SWYERS CO., SPRINGFIELD, MO. 10M-2-63-D-4811

COPY March 1, 1966
 Ten Years after date We promise to pay
 to the order of Norman L. Townley and Anna A. Townley as joint tenants with right of survivorship
 Ten Thousand Five Hundred and no/100----- DOLLARS
 Payable at the rate of \$116.59 per month, including interest.
 Negotiable and payable without defalcation or discount, and with interest from date at the rate of six
 per cent, per annum, payable monthly ~~xxxxxx~~ and if the interest be not paid annually to become as principal and bear the same rate of interest. Protest, notice of non-payment, and demand is hereby waived by each of the makers and endorsers of this note. And as a part of the consideration hereof, we agree to pay all costs of collection, including a reasonable attorney's fee, if not paid at maturity. Makers to have right of prepayment.

No. _____

/s/ Dewey V. Glass *Dewey V. Glass*
 /s/ Louise A. Glass *Louise A. Glass*
 /s/ William V. McKnight *William V. McKnight*
 /s/ Jessie B. McKnight *Jessie B. McKnight*

NOW, THEREFORE, If the said part ies of the first part or any one for them shall well and truly pay off and discharge the debt and interest expressed in said note and every part thereof, when the same shall become due and payable according to the true tenor, date and effect of said note, then this deed shall be void, and the property hereinbefore conveyed shall be released at the cost of the said part ies of the first part; but should the said first part ies fail or refuse to pay the said debt, or the said interest or any part thereof, when the same or any part thereof shall become due and payable according to the true tenor, date and effect of said note then the whole shall become due and payable, and this deed shall remain in force; and the said party of the second part, or in case of his absence, death or refusal to act, or disability in any wise, then (then) acting Sheriff of Shelby County, ~~Missouri~~ Alabama, at the request of the legal holder of the said note may proceed to sell the property hereinbefore described, or any part thereof, at public vendue to the highest bidder, at the Court House door in the County of Shelby and State of Alabama for cash, first giving twenty days' public notice of the time, terms and place of sale, and the property to be sold, by advertisement in some newspaper printed and published in the County of Shelby, Alabama and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof and

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receive the proceeds of said sale, and any statmeent of facts or recitals by said trustee in relation to the non-payment of the money secured to be paid, the advertisement, sale, receipt of the money and the execution of the deed to the purchaser, shall be received as prima farie evidence of such fact; and such trustee shall out of the proceeds of such sale pay first, the costs and expenses of executing this trust, including legal compensation to the trustee for his services, and next he shall apply the proceeds remaining over to the payment of said debt and interest or so much thereof as remains unpaid, and the remainder, if any, shall be paid to the said part ies of the first part, or their legal representatives.

And the said party of the second part covenants faithfully to perform and fulfill the trust herein created, not being liable or responsible for any mischance occasioned by others.

IN WITNESS WHEREOF, the said part ies of the first part ha ve hereunto set their hand s and seal s, the day and year first above written.

Signed, sealed and delivered in presence of us.

Dewey V. Glass (SEAL)
Louise A. Glass (SEAL)
William V. McKnight (SEAL)
Jessie B. McKnight (SEAL)

STATE OF ~~MISSOURI~~ ALABAMA

County of Shelby ss. On this 5th day of March A. D. 19 66, before me personally appeared -----Dewey V. Glass and Louise A. Glass, his wife

and -----William V. McKnight and Jessie B. McKnight-----, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in Shelby County Alabama 5th the day and year first above written. My commission as Notary Public will expire on the 2nd day of July, 19 66.

Virginia Johnson Notary Public.

STATE OF MISSOURI

County of before me personally appeared On this day of A. D. 19

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 3/23/66
RECORDED & PAID TO TAX
PD. CH. 11.00
JUDGE OF PROBATE
W. J. Joubert

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And the said further declared to be single and unmarried. In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written. My commission as Notary Public will expire on the day of 19

Notary Public.

10:41
11:43

TRUST DEED
STANDARD SHORT FORM

FROM

Dewey V. Glass, et al.

TO

Norman L. Townley and Anna A. Townley
as joint tenants with right of
survivorship
Chambers, Missouri

IN THE RECORDER'S OFFICE
STATE OF MISSOURI

County of

I, Recorder of Deeds of said County, do hereby certify that the within instrument of writing was, on the day of A. D. 19 at o'clock minutes M. duly filed for record, and is now Recorded in the Records of this office in Book at page IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at this day of A. D. 19

Recorder.

Deputy.

Recorder's Fee \$

2.00