

STATE OF ALABAMA,
CALHOUN COUNTY.

THIS INDENTURE, made and entered into on this the 18th day of June, 1914, by and between Mary D. Caldwell, a widow, Ed G. Caldwell, John H. Caldwell, Katie Burke Caldwell, Amelia Forney Caldwell, Avery Baker Caldwell, all unmarried, and Cary Forney Elliott, parties of the first part and Blackwell & Agee, parties of the second part,

WITNESSETH: That for and in consideration that the parties of the first part are justly indebted to the parties of the second part in the sum of Six Hundred and Twenty-four Dollars (\$624.00), evidenced by their promissory note of even date herewith, due and payable on the 18th day of December, 1914, said parties of the first part, for the purpose of securing the prompt and certain payment of the said indebtedness when the same shall mature, hereby grant, bargain, sell and convey unto the parties of the second part the following described real estate,
to-wit:

The Southwest Quarter of Sec.16 and the East half of the Northwest quarter of Section Sixteen, in Township Fourteen, South, of Range Eight, East, in Calhoun County, Alabama, known as the Alexander Place, containing about two hundred and forty acres, together with all the improvements thereon and appurtenances thereunto belonging.

TO HAVE AND TO HOLD unto the said parties of the second part, their heirs and assigns, forever.

AND THE PARTIES OF THE FIRST PART HEREBY COVENANT that they are lawfully seized of said premises, that the same are free from incumbrances, and that they warrant and will forever defend the title thereof against the lawful claims of all persons whomsoever.

AND THE PARTIES OF THE FIRST PART AGREE that they will keep all taxes and assessments, state and county, paid on said property as the same shall mature, during the continuance of this security. It is further agreed that if the parties of the first part shall fail to pay said taxes and assessments,

as same shall mature, then the parties of the second part

may, at their option, pay the same; and all sums so expended and all attorney's fees incurred by the parties of the second part by reason of any default of the parties of the first part shall become a part of the debt hereby secured and shall bear interest the date of such payments.

BUT THIS CONVEYANCE IS ON CONDITION that if the parties of the first part shall pay said debt when the same shall mature, and shall perform the other stipulations herein contained, then, in that event, this conveyance shall be void; but upon the failure of the parties of the first part to pay the taxes and assessments on said property when they shall mature, or to pay the debt when the same shall mature, then, in either of said events, the whole of the debt hereby secured, at the options of the parties of the second part, shall immediately become due and payable; and the parties of the second part, their assignee or agent, are hereby authorized, after giving notice of the time, place and terms of sale, by advertisement once a week for three successive weeks in some newspaper published in Anniston, Alabama, to sell the property herein conveyed to the highest bidder for cash, at public outcry, before the court house door of Calhoun County, Alabama, within the legal hours of sale, and from the proceeds of said sale, to pay, first, the cost of advertising, selling and conveying said property, and an attorney's fee of ten per cent of the amount due of said indebtedness for the foreclosure of this mortgage, whether foreclosed under the power herein, or by bill in equity; second, the amount of the debt hereby secured; and, third, the residue to the undersigned.

And the parties of the second part their attorney, or the auctioneer making the sale, are hereby authorized, in the name of the parties of the first part to make conveyance of the property sold hereunder to the purchaser at such sale; and the parties of the second part are hereby authorized to bid for and become the purchaser of, at said sale, any of the property sold hereunder, as would a stranger.

IN WITNESS WHEREOF, said Parties of the first part have hereunto set their hands and seals, on the day and date first above written.

Mary D. Caldwell (L.S.)
Ed G. Caldwell (L.S.)
John H. Caldwell (L.S.)
Katie Burke Caldwell (L.S.)
Amelia Forney Caldwell (L.S.)
Cary Forney Elliott (L.S.)
Avery Baker Caldwell (L.S.)

STATE OF ALABAMA
CALHOUN COUNTY

I, A.C. Curries a Notary Public in and for said State and County, hereby certify that Mary D. Caldwell, Ed G. Caldwell, Avery Baker Caldwell, John H. Caldwell, Katie Burke Caldwell, Amelia Forney Caldwell, and Cary Forney Elliott, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 18th day of June, 1914.

A.C. Curries
Notary Public.

Mortgage

Mary D. Caldwell et al to Blackwell & Agee

\$624.00

STATE OF ALABAMA,
CALHOUN COUNTY
Office of Probate Judge

I hereby certify that this mortgage was filed in office for record on the 19th day of June 1914 9 o'clock A.M., and was duly recorded on the 20th day of June 1914 in Book 176 of Mortgages on Page 263 and examined. The tax fee of 1.05 cents has been paid.

Jno F. Rowan (John F. Rowan)
Judge of Probate.

Tax 1.05
Recording 1.50
\$2.55

Paid J.H. 6/19/14 (check)