

MAD. Co. AL  
MORTGAGE RECORD  
BOOK PAGE(S)  
305 50

STATE OF ALABAMA,  
MADISON COUNTY

Know All Men by These Presents: That, Whereas I the undersigned Mary Joney, a widow  
justly indebted to Mrs. Florence H. Speake  
in the sum of Two Hundred and no/100 Dollars with out interest  
and payable as follows: Two Hundred and no/100 Dollars (200.00) on or before  
January 1, 1942

And, Whereas I am anxious to secure the payment of said debt, principal and interest when due:  
Now therefore, in consideration of the premises and said sum of \$ 200.00 to me in hand paid by said Mrs. Florence H. Speake  
the receipt of which is hereby acknowledged, I the undersigned Mary Joney, a widow  
do hereby grant, bargain, sell and convey to the said Mrs. Florence H. Speake  
the following described real estate situated in Madison County, State of Alabama, viz:

Northwest quarter except N 1/4 of N 1/4 and except 11.30 acres  
in southwest part of south half, and except 1 acres due east  
of 11.30 acres, this one acre, Camp property, all being  
in Section 11, Township 5, Range 2 West, containing 140.30  
acres.

Endorsed on original has been paid and  
satisfied in full on this the 6<sup>th</sup> day of December, 1941

Witness M. H. Lanier Mrs. Florence H. Speake

To Have and to Hold, with the rights, privileges, tenements and appurtenances thereto belonging or in any way appertaining, to the said  
Mrs. Florence H. Speake her heirs and assigns forever.  
And I the said Mary Joney, a widow do hereby covenant with  
the said Mrs. Florence H. Speake her heirs and assigns  
that I am seized in fee of the above described property and have a good legal right to sell and convey the same; that the same is free from encumbrances  
and that I will forever warrant and defend the title thereto against the lawful claims and demands of all persons whomsoever.

But this conveyance is upon condition that if I pay said debt, principal and interest, when due, and keep the taxes paid on said property before the  
same become delinquent, and keep the improvements on said property insured against loss by fire and tornado in a sum and with a company satisfactory to the mort-  
gagee or holder of this mortgage, then this conveyance to be void; but should I fail to pay said note when due, or any annual  
installments of interest when due, or any tax against said property before the same becomes delinquent, or to keep up said insurance as aforesaid then, or in either  
such event, the said Mrs. Florence H. Speake or the holder of the mortgage is authorized to declare the  
entire debt, principal and interest, immediately due and payable; and may take possession of said property, and, after giving three weeks notice of the time, place and  
terms of sale, with a description of the property, by advertisement once a week for three successive weeks in some newspaper published in Madison County, Alabama,  
may sell said property to the highest bidder for cash, in front of the Court House door in the City of Huntsville, Alabama, or at other public places to be designated in  
said advertisement; and may become the purchaser at said sale, and may execute a deed to the purchaser; or the auctioneer conducting the sale is authorized to execute  
such deed. And the proceeds of such sale, or of any sale of said property under proceedings in a court of equity foreclosing this mortgage, shall be applied:

- FIRST—To the payment of the costs and expenses of foreclosing this mortgage, including a reasonable attorney's fee therefor;
- SECOND—To the payment of amount, principal and interest, due on said note, together with any taxes on said property or insurance premiums which the mortgagee, or holder of mortgage, may have paid, with legal interest thereon from the time of such payment; and
- THIRD—The balance, if any, to be paid to the undersigned Mary Joney

In witness whereof, I have hereunto subscribed my name and affixed my seal this 27 day of September, 1941.  
Mary Joney (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

State of Alabama—Madison County  
I, J. R. Barkley Notary Public in and for said County in said State.

herely certify that Mary Joney, a widow  
whose names is signed to the foregoing mortgage and who made known to me, acknowledged before me on this day, that, being informed of  
the contents of said mortgage, executed the same voluntarily on the day the same bears date. Given under my hand this 27 day of September, 1941.  
J. R. Barkley Notary Public  
State of Alabama—Madison County