

Frazier will Pay & Pick up

**FRANK T. SALTER, Judge of Probate**

Evergreen, Ala., April 22, 1964

O. J. Frazer

Cr.

Evergreen Ave

	Deed Tax Cts.	Mortgage Tax Cts.	Certif. Fees Cts.	Recording Fees Cts.	Total Cts.
mortgage					
Q. J. Frazer	330	25	250	605	
Augusta J. Frazer					
In					
Thos. A. Lewis					
<del>Charge</del>					

**For Record**

Shawles

Total, \$ 6.05

**Judge of Probate.**

Tuesday morning

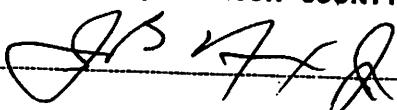
Dear Coach:

Enclosed is the note that  
is suppose to go with the  
mortgage on the land we  
bought.

I'll contact you later  
in the week concerning  
our trip to Washington.

"Duck"

## THE STATE OF ALABAMA, CONECAH COUNTY.

I, 

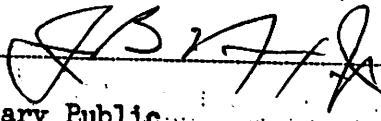
a Notary Public

in and for said County, and State, hereby certify that

O. F. Frazier and wife, Augusta J. Frazier

whose names are signed to the foregoing conveyance, and who are known to me, acknowledge before me 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, this 9th day of April, 1966

  
Notary Public

## THE STATE OF ALABAMA, CONECAH COUNTY.

I,

in and for said County, and State, hereby certify that on the day of, 19, came before me the within-named

known to me to be the wife of the within-named

who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this day of, 19,

## STATE OF ALABAMA, CONECAH COUNTY, DEEDS ON JUDGE OF PROBATE

I hereby certify that the within Mortgage was filed in this office for record on the 22 day of April 1966 at 3:35 P.M. and duly recorded in book 365 of Deeds on the 22 day of April 1966 at 3:35 P.M. Dents Dood Tax and 3.30 Mortgage Tax has been paid on this instrument.

Judge of Probate Frank T. Scott

## THE STATE OF ALABAMA, CONECAH COUNTY.

I,

in and for said County, and State, hereby certify that

a subscribing witness to the foregoing conveyance, known to me, appeared before me on this day and, being sworn, stated that

the grantor voluntarily executed the same in his presence and in the presence of the other subscribing witness on the day the same bears date, that he attested the same in the presence of the grantor and of the other witness, and such other witness subscribed his name as a witness in his presence.

Given under my hand, this day of, 19,

## THE STATE OF ALABAMA, CONECAH COUNTY

Know all Men by These Presents, That O. F. Frazier  
 and Augusta J. Frazier, his wife, in consideration of  
Two Thousand two hundred and no/100 (\$2,200.00) DOLLARS  
 to them paid, by Rufus A. Lewis

the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said  
Rufus A. Lewis

the following described real estate situated in County of Conecah, and State of Alabama, to-wit:

Lot no. 3 in Block A of the Sub-division of the Southwest Quarter of the  
Southeast Quarter of Section 3, Township 5 North, Range 11 East; also lot  
no. 1 in Block B of sub-division of the Southwest Quarter of the Southeast  
Quarter of Section 3, Township 5 North, Range 11 East, as made by S. P. Dunn  
and according to a map or plat of said sub-division as recorded in Book CC  
of Deeds at page 583 in the office of the Judge of Probate of Conecah County,  
Alabama; and being intended to describe and convey those same lots of land  
conveyed by Frank Bonam to John Golston as shown by conveyance dated November  
27, 1924, and filed for record in the office of the Judge of Probate of  
Conecah County, Alabama, in Deed Book A-66 at page 219.

To Have and to Hold the above granted property, with all the improvements and appurtenances thereunto belonging  
 to the said Rufus A. Lewis his heirs,  
 executors, administrators and assigns to him and their own use and behoof, forever. And we  
 do hereby, for ourselves and our heirs, executors, administrators, covenant with the said grantee his,  
 heirs, executors, administrators, and assigns, that we are lawfully seized and possessed absolutely and in  
 fee of the above granted property; that the same is free from all encumbrances; that we have good  
 right to sell and convey the same aforesaid; and that we will, and our heirs, executors, and  
 administrators shall, warrant and defend the same to the said grantee, his heirs, executors,  
 administrators, or assigns, forever, against the lawful claims and demands of all persons; Provided, nevertheless,  
 That if O. F. Frazier and wife, Augusta J. Frazier, or their heirs,  
 executors, administrators or assigns, shall pay to the said Rufus A. Lewis  
 or his heirs, administrators, or assigns, 1 promissory notes, this day executed  
 by O. F. Frazier and wife, Augusta J. Frazier  
 to the said Rufus A. Lewis, and bearing

even date with this instrument, due as follows, to-wit:

One note for \$2,200.00 due and payable April 9, 1968, with interest from maturity at 6%.

payable respectively and according to the terms and tenor of the same, and also the fees of probating and recording this instrument; and shall keep, perform and observe each and every stipulation, agreement or covenant, on his part herein contained, then, these presents shall become void. But if default is made in the payment of said notes, or either of them, in whole or in part, or any other liability or indebtedness incurred or secured in or by said notes, or herein or hereby secured, when due and payable respectively; or fees of probating and recording this instrument, or in keeping, performing or observing any or all of the stipulations, agreements, or covenants on his part herein contained, in whole or in part, then and in any such event, the whole of the indebtedness, liabilities, and interest herein or hereby incurred or secured which shall for the time being remain unpaid, shall forthwith become due and payable, without notice or demand, although the period herein limited for the payment thereof may not then have expired, and the said

Rufus A. Lewis

his heirs, executors, administrators, or assigns, are hereby authorized to sell any or all of the above granted property, either with or without entering upon and taking possession of the same, to the highest bidder for cash at public auction, before the Courthouse door in Evergreen, Alabama, after giving 60 days' notice of time, place, and terms of such sale, together with a brief description of the property to be sold, by written advertisement posted at said Courthouse door, and to make, execute and deliver to the purchaser or purchasers thereof all necessary conveyances for the purpose of vesting in such purchaser or purchasers the property so sold absolutely and in fee simple; and out of the proceeds of such sale to pay all costs and expenses of such seizure and sale including reasonable attorney's fees, and also the fees of probating and recording this instrument; then pay all the indebtedness, liabilities, and interest then secured by this mortgage, whether then or thereafter payable, but discounting the notes or indebtedness thereafter payable at legal interest from the time of such sale to the maturity of the same, and pay over the residue, if any, to

O. F. Frazier and wife, Augusta J. Frazier

or their heirs, executors, administrators, or assigns.

And it is agreed that the said grantee ....., or their heirs, executors, administrators, or assigns, or any person or persons in their or their behalf may purchase at any sale made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase money. And we do hereby for our lives ..... and our heirs, executors, administrators and assigns, further covenant and agree with the said mortgagee, his heirs, executors, administrators, and assigns, that we will, at all times during the continuance of this security, keep in good and tenantable repair all buildings, fences and other improvements on the above conveyed real estate; permit no waste and especially permit no cutting of timber, except for the necessary purposes and requirements of the farm; that we will pay all taxes and assessments levied upon the above granted property, or any part thereof, as they become due, during the continuance of this security; and in case of default to pay such taxes and assessments; or to keep said property in such repair, as aforesaid, that it shall be lawful for said mortgagee, his heirs, executors, administrators, or assigns, at their options, without notice to pay such taxes and assessments, or enter and make such repairs, and all such sums as they may expend therefor, shall be a charge on the above granted real estate, and shall be recoverable with interest, from the times of paying the same, in like manner with the aforesaid principal indebtedness hereby secured; and that we will pay all cost and expenses incurred by said mortgagee, his heirs, executors, administrators, or assigns, in enforcing payment of the indebtedness, liabilities, and interest herein or hereby secured, or any part thereof, including reasonable attorney's fees, whether such payment be enforced by judicial process, judgment, or decree, or under the above power of sale, or without suit, and that this mortgage shall stand as security for the same in like manner as the foregoing principal indebtedness hereby secured.

Witness our hand s and seal 9, this 9th day of April, 1966.

O. F. Frazier (SEAL)

Augusta J. Frazier (SEAL)

(SEAL)

(SEAL)