

ABSTRACT OF TITLE
OF

Lands of Louis Swoboda and Aina Swoboda

Baldwin

County, State of Alabama.

DESCRIPTION

The South half of the Northeast quarter of
Section 16, Township 6 South, Range 3 East,
St. Stephens Meridian, in Alabama, contain-
ing (80) acres, more or less. *Subject to Mineral*

lease recorded in Aud. Book 88 page 47.

Total Acreage of Captioned Property: 80

Exceptions and Reservations:

Sec. No.....

Sec. No.....

Sec. No.....

Sec. No.....

Sec. No.....

Sec. No.....

Sec. No.....

Sec. No.....

Sec. No.....

Sec. No.....

Sec. No.....

Sec. No.....

Sec. No.....

Sec. No. 16

Sec. No.....

Sec. No.....

A B S T R A C T O F T I T L E

Number 2203

for

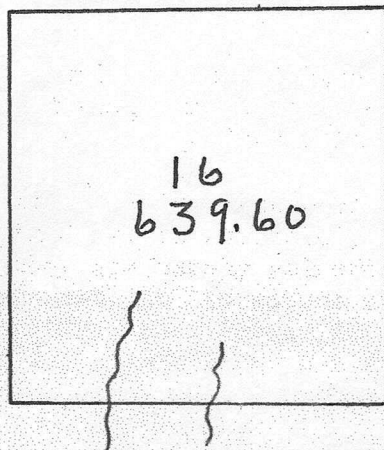
Mr. Anton Swoboda, Silverhill, Alabama

To the following described real property situated in the County of Baldwin, State of Alabama, to-wit:

The South half of the Northeast Quarter
of Section 16 Township 6 South, Range 3
East of St. Stephens Meridian, in Alabama,
containing 80 acres, more or less

Compiled by
BALDWIN COUNTY ABSTRACT COMPANY
Bay Minette, Alabama

Copy of the Official Plat of the Government Survey in Township 6
South, Range 3 East of St. Stephens Meridian, in Alabama, insofar as the same
relates to Section 16:



United States of America

INSTRUMENT

Congressional Grant

-To-

DATED

March 2, 1819

State of Alabama

RECORDED

3 U. S. Stats., at Large 489

RECITES: AN ACT to enable the people of the Alabama Territory to form a constitution and State Government, and for the admission of such State into the Union, on an equal footing with the original States.

SECTION 1: Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, that the inhabitants of the Territory of Alabama be, and they are hereby authorized to form for themselves a constitution and State Government, and to assume such name as they may deem proper; and that the said territory, when formed into a State, shall be admitted into the Union, upon the same footing with the original States, in all respects whatever.

SECTION 6: And be it further enacted, that the following propositions be and the same are hereby offered to the convention of the said Territory of Alabama, when formed, for their free acceptance or rejection, which, if accepted by the Convention, shall be obligatory upon the United States:

FIRST: That the SECTION NUMBERED SIXTEEN in every Township, and when such section has been sold, granted or disposed of, other lands equivalent thereto and most contiguous to the same, shall be granted to the inhabitants of such townships for the use of schools.

APPROVED March 2, 1819.

CONSTITUTION OF THE STATE OF ALABAMA - 1819: We, the people of the Alabama Territory, having the right of admission into the General Government as a member of the Union, consistent with the Constitution and Laws of the United States,

- continued -

by our representatives assembled in Convention in the Town of Hunstville, on Monday the 5th day of July, 1819, in pursuance of an Act of Congress, entitled "An Act to enable the people of the Alabama Territory to form a constitution and State Government, and for the admission of such State into the Union, on an equal footing with the original States;" in order to establish justice, ensure tranquility, provide for the common defense, promote the general welfare, and secure to ourselves and our posterity the right of life, liberty and property do ordain and establish the following constitution or form of government; and do mutually agree with each other to form ourselves into a free and independent State, by the name of "The State of Alabama," and we do hereby recognize, confirm and establish the boundaries assigned to said State by the Act of Congress aforesaid.

(Here follow boundaries which embrace the lands under consideration in this abstract after which follows the original Constitution of Alabama, which is not considered material herein and is therefore omitted)

This Convention, for and on behalf of the people inhabiting this State, do accept the proposition offered by the Act of Congress, under which they are assembled; and this Convention, for and on behalf of the people inhabiting this State, do ordain, agree and declare that they forever disclaim all right and title to the waste or unappropriated lands lying within this State

December 14, 1819 - 3 U. S. Statutes at Large 608: Joint Resolution by United States Congress, declaring the admission of the State of Alabama into the Union.

March 2, 1827 - 4 U. S. Statutes at Large 237: Act of Congress, entitled: "An Act to authorize the Legislature of the State of Alabama to sell the lands heretofore reserved and appropriated by Congress for the use of schools within said State," ... etc.,

January 15, 1828 - Act of the Legislature of the State of Alabama - To authorize the sale of the Sixteenth Sections and for other purposes.

State of Alabama
By Thos. Seay, Governor
C. C. Langdon, Secretary

INSTRUMENT State Patent
DATED Jan. 23, 1888
FILED Dec. 18, 1889

-To-

RECORDED Deed Book Q Page 79

K. E. Wallace

RECITES: That K. E. Wallace ... having made complete payment for the

Whole of Section 16 Township 6 South, Range 3
East in said County of Baldwin, containing
640 acres, more or less,

in pursuance of the Act entitled "An Act to authorize the sale of Sixteenth
Sections and for other purposes," approved January 15, 1828

There is therefore granted by the State of Alabama the tract of land
above described unto the said K. E. Wallace and to his heirs and assigns forever.

Recorded Book of Patents E Page 96

Seal affixed.

K. E. Wallace

-To-

Craft & Company

CONSIDERATION: \$258.21 and
\$129.91 due from E. S. Ard.

INSTRUMENT Mortgage
DATED Mar. 14, 1888
FILED Oct. 9, 1889

RECORDED Deed Book Q Page 39

ACKNOWLEDGED Mar. 14, 1888, by K. E.
Wallace, before a Notary Public,
Mobile County, Alabama. Seal affixed.

... Whereas I am justly indebted to Craft & Company in the sum of \$258.21 due from me and have become responsible for a debt due from E. S. Ard for \$129.91 to secure said debts so due from me to said Craft & Company I hereby turn over to them for sale the following lands in Baldwin County, Alabama

All of Section 16 Township 6 South, Range 3 East,
except 40 acres of said section as now occupied
by Mr. E. S. Ard, said lots of land to be sold
by said Craft & Company for a price not below
75 cents per acre,

and I obligate myself to make a deed to purchaser of said land....

This is to operate as a mortgage on said land to Craft & Company until the debt I owe them is fully paid.

Kerney E. Wallace, and
Charlotte Wallace, his wife

INSTRUMENT Warranty Deed
DATED Aug. 13, 1888
FILED Sept 26, 1889

-To-

RECORDED Deed Book Q Pages 33-4

Elijah S. Ard

CONSIDERATION: \$50.00 - Paid

ACKNOWLEDGED Jan. 29, 1889, by K. E. Wallace and Charlotte Wallace, his wife, general acknowledgment only, before Chas. Hall, Clerk Circuit Court, Baldwin County, Alabama. Seal omitted. Statutory form of acknowledgment.

Do grant, bargain, sell ... convey and confirm...

All of the East half of Section 16 Township 6
South, Range 3 East, containing 320 acres,
more or less

TO HAVE AND TO HOLD ... unto the said party of the second part, his heirs and assigns.... And the said Kerney E. Wallace and Charlotte Wallace, his wife, for themselves and their heirs, ... the above described premises unto the party of the second part his heirs and assigns ... against all and every person... lawfully claiming the same shall and will Warrant ... and forever defend.

Elijah S. Ard, and
Nancy Ard, his wife

INSTRUMENT Warranty Deed
DATED Dec. 18, 1889
FILED Dec. 2, 1890

-To-

RECORDED Deed Book Q Pages 355-6

~~James D. Slosson~~
Cornelia D. Slosson

ACKNOWLEDGED Dec. 18, 1889, by Elijah S. Ard and Nancy Ard, his wife, general and separate acknowledgments, before Chas. Hall, Clerk of the Circuit Court Baldwin County, Alabama. Seal omitted. Statutory form of acknowledgment.

CONSIDERATION: \$220.00 - Paid

Do grant, bargain, sell ... convey and confirm

All of the East half of Section 16 Township 6 South, Range 3 East, containing 320 acres, more or less, in County of Baldwin, State of Alabama

TO HAVE AND TO HOLD ... unto the said party of the second part, her heirs and assigns ... forever. And the said Elijah S. Ard and his wife, Nancy Ard, the above described .. premises ... unto the said party of the second part her heirs and assigns ... against every person ... whomsoever lawfully claiming ... the same shall and will Warrant and ... forever Defend.

Signatures appear: Elijah S. X Ard (Seal)
his mark
Nancy Ard (Seal)

Witnesses: Two.

Kerney E. Wallace, and
Chartte Wallace, his wife
Elijah S. Ard, and
Nancy Ard, his wife

INSTRUMENT Warranty Deed
DATED Jan. 20, 1890
FILED Jan. 23, 1890

RECORDED Deed Book Q Pages 109-10

-To-

John Craft

CONSIDERATION: \$450.00 - Paid

ACKNOWLEDGED Jan. 20, 1890, by Kerney E. Wallace and Charlotte Wallace, his wife, general acknowledgment only, before A. D. Anderson, Notary Public, Mobile County, Ala., Seal omitted. Statutory form of acknowledgment.

ACKNOWLEDGED Jan. 23, 1890, by Elijah S. Ard and Nancy Ard, general acknowledgment only, before, W. H. Gasque, Judge, Baldwin County, Alabama. Seal omitted. Statutory form of acknowledgment.

Do grant, bargain, sell ... convey and confirm

All of Section 16 Township 6 South of Range 3 East in Baldwin County, Alabama, reserving and excepting from the same however the 40 acres of said section as now claimed and occupied by E. S. Ard. The number of acres herein conveyed being 600 acres more or less

TO HAVE AND TO HOLD ... unto the said party of the second part, his heirs and assigns ... forever. And said parties of the first part for themselves and heirs the above described .. premises ... unto the said party of second part, his heirs and assigns against every person whomsoever, lawfully claiming .. the same shall and will Warrant and ... forever Defend.

Signatures appear: Kerney E. Wallace (Seal)
 Charlotte Wallace (Seal)
 his
 Elijah S. X Ard (Seal)
 mark
 Nancy Ard (Seal)

Witnesses: None

John Craft, and
M. V. Craft, his wife

INSTRUMENT Warranty Deed
DATED Feb. 3, 1890
FILED Feb. 3, 1890

-To-

Cornelia D. Slosson

RECORDED Deed Book Q Pages 115-6

CONSIDERATION: \$350.00 - Paid

ACKNOWLEDGED Feb. 3, 1890, by John
Craft and M. V. Craft, his wife,
general acknowledgment only,
before Thos. M. LeBaron, Notary Public,
Mobile County, Ala., Seal omitted.
Statutory form of acknowledgment.

Do grant, bargain, sell ... convey and confirm ...

All of Section 16 Township 6 South, Range 3 East,
in County of Baldwin, State of Alabama, reserving
and excepting from the same however, the 40 acres
of said section as now claimed and occupied by
said E. S. Ard the number of acres herein con-
veyed being 600 acres more or less

Being the same property conveyed to the grantor by
Kerney E. Wallace and Charlotte Wallace, his wife,
E. S. Ard and Nancy Ard, his wife, by deed of Jan. 20
1890, Deed Book Q Pages 109-10 Baldwin County records.

TO HAVE AND TO HOLD ... to said party of the second part, his heirs
and assigns forever. And the said Jno. Craft and M. V. Craft for themselves and
their heirs the above described premises, ... unto the said party of the second
part, heirs and assigns, against the said parties of the first part and their heirs
and against every person whomsoever, lawfully claiming .. the same, shall and will
Warrant ... and forever Defend.

Cornelia D. Slosson, and
Edwin Slosson, her husband

INSTRUMENT Contract
DATED July 6, 1912
FILED Jan. 22, 1913

And

RECORDED Mortgage Book 11 Page 401

C. N. Waldemer

Witnesses: Two

... That if party of second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, said party of the first part hereby covenants and agrees to convey and issue to party of second part in fee simple, clear of all incumbrances whatever by good and sufficient warranty deed the land in Baldwin County, Alabama, described as

Northeast Quarter of Section 16 Township 6
South, Range 3 East, containing 160 acres
more or less

.... and party of second part agrees to pay to party of first part the sum of \$4500.00 as follows: \$1000.00 on receipt of agreement, \$1000.00 Dec. 1st, 1912, \$2500.00 on or before Dec. 1st, 1914, with 5% interest from Dec. 1st, 1912

And in case of failure of said party of second part to make either of the payments, or any part thereof, or perform any of the covenants on his part hereby made and entered into, this contract shall at the option of the party of first part, be forfeited and determined and party of second part shall forfeit all payments made by him on this contract and such payments shall be retained by said party of first part in full satisfaction and in liquidation of all damages by him sustained and they have the right to re-enter and take possession of the premises aforesaid, party of second part to take possession Dec. 1st, 1912.

.... time of payment shall be of the essence of this contract and that the covenants and agreements herein contained shall be obligatory on the heirs, executors, administrators and assigns of respective parties.....

Cornelia D. Slosson, and
Edwin Slosson, her husband

INSTRUMENT Warranty Deed
DATED July 16, 1914
FILED Oct. 24, 1914

-To-

RECORDED Deed Book 22 Page 387

C. N. Waldemer

CONSIDERATION: \$4500.00 - Paid

ACKNOWLEDGED Oct. 24, 1914, by Cornelia D.
Slosson and Edwin Slosson, her husband,
before P. Y. Albright, Notary Public,
Baldwin County, Ala., Seal affixed.
Statutory form of acknowledgment.

Do grant, bargain, sell and convey ... all that real property in
Baldwin County, Alabama, described as follows:

Northeast Quarter of Section 16 Township 6
South, Range 3 East, being 160 acres more
or less,

TO HAVE AND TO HOLD the same forever.

And Cornelia D. Slosson and Edwin Slosson, her husband, for them
and their heirs the said described premises and appurtenances will forever
Warrant and Defend unto the said party of the second part, their heirs and
assigns against the lawful claims of all persons whatsoever.

C. N. Waldemer, and
L. S. Waldemer, his wife

-To-

John U. Schmidt

CONSIDERATION: \$1.00 and
premises

INSTRUMENT Oil & Gas Lease
DATED May 11, 1917
FILED May 14, 1917

RECORDED Deed Book 25 Pages 627-8

ACKNOWLEDGED May 11, 1917, by C. N.
Waldemer and L. S. Waldemer, his wife
before a Notary Public, Baldwin County
Alabama.

Does grant, bargain, sell, convey and deliver ... all of the oil and gas and other minerals in and under the following described land, with the right of egress and ingress at all times for the purpose of drilling, mining and operating for gas, oil or water and to conduct all operations reserving however to the parties of the first part the equal one tenth of all oil produced and saved on said premises to be delivered in any pipe line to which well or wells may be connected to credit of party of first part.

If gas is found party of second part agrees to pay to party of first part an equal one tenth of net proceeds each year from gas produced and sold from said land ...

If other minerals are found parties of second part agree to pay to party of first part an equal one tenth of net proceeds each year for said minerals produced and sold.... said land being:

Northeast Quarter of Section 16 Township 6
South, Range 3 East, with other property

... In case operations for either the drilling of a well for oil or gas is not commenced and prosecuted ... within one year from this date, then this grant shall immediately become null and void as to both parties. Provided that said parties of second part may prevent such forfeiture from quarter to quarter for five years by paying party of first part the sum of ten cents per acre per annum until such well is commenced.

Further provisions of this lease are not considered material in this abstract and are therefore omitted.

C. N. Waldemar, and
Lottie S. Waldemar, his wife

INSTRUMENT Warranty Deed
DATED Mar. 1, 1920
FILED Sept 13, 1920

-To-

RECORDED Deed Book 30 Page 101

C. B. Willenborg

CONSIDERATION: \$1.00 and other
valuable considerations - Paid

ACKNOWLEDGED Mar. 1, 1920, by C. N.
Waldemar and Lottie S. Waldemar,
general acknowledgment only, before
C. S. Johnson, Notary Public,
Crawford County, Iowa. Seal affixed.
Acknowledgment not in Alabama form.

Do sell, and convey the following described premises, situated in
Baldwin County, Alabama, to-wit:

Northeast Quarter of Section 16 Township 6
South, Range 3 East, being 160 acres, more
or less

And we do covenant with the said C. B. Willenborg that we lawfully
seized of said premises; that they are free from incumbrances; that we have
good right and lawful authority to sell and convey the same; and we do hereby
covenant to warrant and defend the said premises against the lawful claims of
all persons whatsoever, and the grantors aforesaid hereby relinquish all con-
tingent rights including right of dower and homestead which we may have in
and to the aforesaid premises.

Signatures appear:

C. N. Waldemar
Lottie S. Waldemar

C. N. Waldemer, and
Lottie S. Waldemer, his wife

-To-

C. B. Willenborg

CONSIDERATION: \$1.00 - Paid

INSTRUMENT Quit Claim Deed
DATED Sept 10, 1923
FILED Sept 15, 1923

RECORDED Deed Book 33 Page 520

ACKNOWLEDGED Sept 10, 1923, by C. N. Waldemer and Lottie S. Waldemer, his wife, general acknowledgment only, before C. S. Johnson, Notary Public, Crawford County, Iowa. Seal affixed. Statutory form of acknowledgment.

Do remise, release and quit claim and convey ... all the following described real estate in Baldwin County, Alabama, to-wit:

Northeast Quarter of Section 16 Township 6
South, Range 3 East, containing 160 acres,
more or less

TO HAVE AND TO HOLD ... unto the said C. B. Willenborg, his heirs
and assigns forever.

This deed is given to correct that certain deed from the above grantors to said grantee conveying the within described lands recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 30 Page 101 which was improperly acknowledged.

C. B. Willenborg

-To-

F. W. Brown

CONSIDERATION: \$2800.00

INSTRUMENT Mortgage
DATED June 12, 1920
FILED Sept 13, 1920

RECORDED Mortgage Book 24 Page 655

ACKNOWLEDGED June 12, 1920, by C. W. Willenborg, single, before Notary Public, Chickasaw County, Iowa. Seal affixed. Statutory form of acknowledgment.

C O N V E Y S

Northeast Quarter of Section 16 Township 6
South, Range 3 East, being 160 acres, more
or less

Given to secure payment of \$2800.00 as evidenced by promissory note
of even date herewith the June 12, 1920, with interest from date.

For release of this mortgage see item follow-
ing - Recorded in Mortgage Book 25 Page 606.

F. W. Brown

-To-

C. B. Willenborg

INSTRUMENT Mortgage Release
DATED 1921
FILED Aug. 31, 1921

RECORDED Mortgage Book 25 Page 606

ACKNOWLEDGED May 5, 1921, by F. W. Brown, before C. B. Phillips, N. P., Chickasaw County, Iowa. Seal affixed. Statutory form of acknowledgment.

RECITES: That the undersigned F. W. Brown the mortgagee named in that certain mortgage made and executed by C. B. Willenborg, single, to F. W. Brown on the 12th day of June, 1920 ... which said mortgage and transfer is recorded in the office of the Judge of Probate of said County in Book No. 24 of mortgages, at pages 655-656, do acknowledge that I have received full payment and satisfaction of the notes and debt secured thereby and hereby release from the lien and operation of said mortgage the property therein described to-wit:

Northeast Quarter of Section 16 Township 6 South, Range 3 East of St. Stephens Meridian being 160 acres more or less according to the government survey, situated in Baldwin County, State of Alabama.

C. B. Willenborg

-To-

Anton Swoboda, and
Louise Swoboda, his wife

CONSIDERATION: \$1.00 and other
valuable considerations - Paid

INSTRUMENT Warranty Deed
DATED Aug. 30, 1921
FILED Aug. 31, 1921

RECORDED Deed Book 31 Page 199

ACKNOWLEDGED Aug. 30, 1921, by C. W.
Willenborg, a widower, before
John A. Schniefers, Notary Public,
Dubuque County, Iowa. Seal affixed.
Statutory form of acknowledgment.

Do grant, bargain, sell and convey unto the said Anton Swoboda and
his wife Louise Swoboda the following described lands situated in Baldwin
County, Alabama, to-wit:

Northeast Quarter of Section 16 Township 6
South, Range 3 East, containing 160 acres
more or less

TO HAVE AND TO HOLD to the said Anton Swoboda and his wife Louise
Swoboda, their heirs and assigns forever.

And I do covenant with the said Anton Swoboda and his wife Louise
Swoboda that I am seized in fee of the above described premises; that I have the
right to sell and convey the same, that the said premises are free from all
encumbrances; and that I will and my heirs, executors and administrators shall
Warrant and Defend the same to the said Anton Swoboda and his wife Louise Swoboda
heirs and assigns against the lawful claims of all persons whomsoever.

Anton Swoboda, and
Louise Swoboda, his wife

-To-

Robertsdale State Bank

CONSIDERATION: \$1000.00

INSTRUMENT Mortgage
DATED Jan. 4, 1922
FILED Mar. 27, 1922

RECORDED Mortgage Book 26 Pages 477-8

ACKNOWLEDGED Jan. 4, 1922, by Anton Swoboda, before Notary Public, Baldwin County, Alabama.

ACKNOWLEDGED Jan. 11, 1922, by Louise Swoboda, wife of Anton Swoboda, before Notary Public, Douglas County, Neb., Statutory forms of acknowledgment.

C O N V E Y S

Northeast Quarter of Section 16 Township 6
South, Range 3 East, containing 160 acres

Given to secure payment of \$1000.00 as evidenced by promissory note of
Anton Swoboda, dated July 4, 1922.

For release of this mortgage see item following -
Recorded in Mortgage Book 26 at Pages 509

Robertsdale State Bank
By R. G. Pearson, Cashier

INSTRUMENT Mortgage Release
DATED May 9, 1923
FILED July 5, 1923

-To-

Anton Swoboda, and
Louise Swoboda, his wife

RECORDED Mortgage Book 28 Page 509

ACKNOWLEDGED May 9, 1923, by R. G. Pearson, Cashier, Robertsdale State Bank, Robertsdale, Ala., before Geo. A. Strong, Notary Public, Baldwin County, Ala., Seal affixed. Statutory form of acknowledgment.

RECITES: The undersigned mortgagee named in the mortgage dated 4th day of January, 1922, executed by Anton Swoboda and Louise Swoboda, his wife, to Robertsdale State Bank, Robertsdale, Alabama, to secure the payment of the indebtedness therein mentioned, and recorded in Book 26 of Mortgages pages 477-8 in the office of the Judge of Probate of Baldwin County, Alabama, has received full payment and satisfaction of the debt thereby secured and the said mortgage is hereby recalled and discharged of record this 9th day of May, 1923.

Anton Swoboda, and
Aloisie Swoboda, his wife

-To-

The Guarantee & Trust Co.,

CONSIDERATION: \$1000.00

INSTRUMENT Mortgage
DATED Apr. 11, 1924
FILED July 17, 1924

RECORDED Mortgage Book 31 Pages 86-7

ACKNOWLEDGED Apr. 15, 1924, by Anton Swoboda and Aloisie Swoboda, his wife, general and separate acknowledgments, before a Notary Public, Baldwin County Alabama. Seal affixed. Statutory form of acknowledgment.

C O N V E Y S

South half of North half of Northeast
Quarter and South half of Northeast
Quarter of Section 16 Township 6 South
Range 3 East,

Given to secure payment of \$1000.00 according to one promissory note of even date herewith, with 8% interest, payable to the order of themselves and by them endorsed and delivered, due April 11, 1927.

For Release of this mortgage see item following
Recorded in Mortgage Book 34 Page 223.

The Guarantee & Trust Co.,
By Thomas Vonashek, Secretary

INSTRUMENT Mortgage Release
DATED Oct. 20, 1925
FILED Oct. 20, 1925

-To-

RECORDED Mortgage Book 34 Page 223

Anton Swoboda, and
Aloisie Swoboda

ACKNOWLEDGED Oct. 20, 1925, by Thomas Vonashek, before James W. Luther, N. P., Baldwin County, Ala., Seal affixed. Statutory form of acknowledgment for individual, but not for person acting in representative capacity.

RECITES: Whereas Anton Swoboda and Aloisie Swoboda executed a certain trust deed to the Guarantee and Trust Company, Robertsdale, Alabama, on the 11th day of April, 1924, which said trust deed was recorded in the Book of Mortgages No. 31 on pages 86-7 on the 19th day of July, 1924, now therefore the Guarantee and Trust Co., in consideration of \$1.00 and other good and valuable considerations in hand paid by Anton Swoboda and Aloisie Swoboda does hereby releases, realize and quit claim unto the said Anton Swoboda and Aloisie Swoboda all the right and title and interest acquired under said trust deed in and to

South half of North half of Northeast Quarter
and South half of Northeast Quarter of Section 16
Township 6 South, Range 3 East, Baldwin County,
Alabama

TO HAVE AND TO HOLD the same to said Anton Swoboda and Antonie Swoboda, to their heirs and assigns forever.

Corporate Seal affixed.

Louise Swoboda

-To-

Anton Swoboda

CONSIDERATION: \$1.00 and love
and affection - Paid

INSTRUMENT Warranty Deed
DATED Sept 14, 1925
FILED Dec. 30, 1925

RECORDED Deed Book 37 Page 623

ACKNOWLEDGED Sept 14, 1925, by Louise Swoboda, wife of Anton Swoboda, general and separate acknowledgment before Thomas Vonashek, Notary Public, Baldwin County, Ala., Seal affixed. Statutory form of acknowledgment.

Does grant, bargain, sell, and convey unto Anton Swoboda the following described lands situated in Baldwin County, Alabama, to-wit:

All my right, title and interest in and to the Northeast Quarter of Section 16 Township 6 South of Range 3 East, Baldwin County, Alabama, containing 160 acres, more or less

TO HAVE AND TO HOLD to the said Anton Swoboda his heirs and assigns forever. And I do covenant with the said Anton Swoboda that I am seized in fee of the above described premises; that I have the right to sell and convey the same; that said premises are free from all encumbrances; and that I will and my heirs, ex-cutors and administrators shall forever warrant and defend the same to the said Anton Swoboda heirs and assigns, against the lawful claims of all persons whomsoever.

Signature appears: Aloisie Swoboda

Anton Swoboda, and
Aloisi Swoboda, his wife

INSTRUMENT Mortgage
DATED Jan. 1, 1926
FILED Jan. 18, 1926

-To-

First Joint Stock Land
Bank of Montgomery

RECORDED Mortgage Book 34 Page 565

CONSIDERATION: \$2600.00

ACKNOWLEDGED Jan. 14, 1926, by Anton Swoboda and Aloisie Swoboda, his wife general and separate acknowledgments, before a Notary Public, Baldwin County, Alabama. Seal affixed. Statutory form of acknowledgment.

C O N V E Y S

South half of North half of Northeast Quarter
and South half of Northeast Quarter of Section 16
Township 6 South, Range 3 East, containing 120
acres more or less

Given to secure payment of \$2600 payable in 66 fixed semi-annual install-
ments according to the amortization tables adopted by Federal Farm Loan Board,
the first and next succeeding 64 installments are for the sum of \$42.00 and the
last for \$73.55 with interest at 6% per annum.

RECORD ENDORSED:

This instrument and the note and debt secured thereby having
been paid in full, the same is hereby cancelled and discharged
of record this 2nd day of Nov., A. D. 1934.

Attest: G. W. Humphries,
Judge of Probate,
By J. L. Kessler, Clk

First Joint Stock Land Bank of Montgomery, Ala.,
By Chas. J. Ebert,
Its attorney in fact.

For Power of A⁺torney see item following - Recorded in
Miscellaneous Book 4 Pages 97-8.

First Joint Stock Land Bank
of Montgomery
By W. C. Bowman, President
J. A. Ledbetter, Secy.,

INSTRUMENT Mortgage Release
DATED Oct. 29, 1934
FILED Nov. 2, 1934

RECORDED Misc. Book 4 Pages 97-8

-To-

Anton Swoboda, and
Aloisie Swoboda, his wife

ACKNOWLEDGED Oct. 29, 1934, by W. C.
Bowman, as President of First Joint
Stock Land Bank of Montgomery, a corpora-
tion, before L. P. Kaminsky, N. P.,
Montgomery County, Ala., Seal affixed.
Statutory form of acknowledgment.

RECITES: In consideration of the settlement in full of the debt secured by that
certain mortgage executed by Anton Swoboda and wife, Aloisie Swoboda
to The First Joint Stock Land Bank of Montgomery, a corporation, dated Jan. 1st,
1926, and recorded in Book No. 34 of Mortgages on pages 365-67 in the office of
the Judge of Probate of Baldwin County, Alabama,

The First Joint Stock Land Bank of Montgomery hereby constitutes and
appoints Chas. J. Ebert its true and lawful attorney to enter the payment, satis-
faction and cancellation of the said mortgage on the margin of the record thereof.

Corporate Seal.

Anton Swoboda, and
Louise Swoboda, his wife

INSTRUMENT Mortgage
DATED Sept 14, 1934
FILED Sept 21, 1934

-To-

Federal Land Bank of
New Orleans

RECORDED Mortgage Book 61 Page 382

CONSIDERATION: \$2000.00 -

ACKNOWLEDGED Sept 14, 1934, by Anton Swoboda and wife, Louise Swoboda, general and separate acknowledgments, before Chas. J. Ebert, Notary Public, Baldwin County, Ala., Seal affixed. Statutory form of acknowledgment.

Does grant, bargain, sell and convey ... the following described real estate, lying and being situated in County of Baldwin, State of Alabama, to-wit:

Northeast Quarter of Section 16 Township 6 South
Range 3 East, containing 160 acres, more or less
excepting therefrom the North half of North half
containing in all 120 acres, more or less

Given to secure payment of \$2000.00, which indebtedness and the interest accruing thereon at the rate of 5 1/2% per annum from date is repayable in 20 installments, according to the amortization tables approved by the Land Bank Commissioner, the first installment due July 1st, 1935.

RECORD ENDORSED:

This instrument and the note and debt secured thereby having been paid in full the same is hereby cancelled and discharged of record this 5th day of June, 1946.

Attest:

The Federal Land Bank of New Orleans
By R. D. Hooks, Jr.,
Its attorney in fact.

By

For Power of Attorney see item following, recorded in
Miscellaneous Book 7 at page 271.

The Federal Land Bank of
New Orleans
By John L. Ryan, Vice-pres.,

INSTRUMENT Power of Attorney
DATED May 17, 1946
FILED June 5, 1946

-To-

RECORDED Miscl. Book 7 Page 271

R. D. Hooks, Jr.,

ACKNOWLEDGED May 17, 1946, by John L.
Ryan, Vice-President of The Federal Land
Bank of New Orleans, before
Harold Moses, Notary Public,
Parish of Orleans, La., Seal affixed.
Statutory form of acknowledgment.

RECITES: The undersigned hereby appoints R. D. Hooks, Jr., its attorney in fact
to cancel and mark satisfied in its name the record of that certain
mortgage executed on Sept. 14, 1934, by Anton Swoboda and wife, Louise Swoboda
recorded in Mortgage Book 61 Pages 382-6 in the office of the Judge of Probate
of Baldwin County, Alabama, the indebtedness secured thereby having been in
full.

Anton Swoboda, and
Louise Swoboda, his wife

INSTRUMENT Mortgage
DATED Sept 14, 1934
FILED Sept 21, 1934

-To-

Land Bank Commissioner

RECORDED Mortgage Book 61 Pages 386-8

CONSIDERATION: \$600.00

ACKNOWLEDGED Sept 14, 1934, by Anton Swoboda and wife, Louise Swoboda, general and separate acknowledgments, before Chas J. Ebert, Notary Public Baldwin County, Ala., Seal affixed. Statutory form of acknowledgment.

Does grant, bargain, sell and convey ... the following described real estate in Baldwin County, Alabama, to-wit:

Northeast Quarter of Section 16 Township 6 South, Range 3 East, Containing 160 acres, more or less, excepting therefrom the North half of North half containing in all 120 acres more or less.

The foregoing is second, inferior and subordinate to first mortgage on said lands to secure payment of \$2000.00 to the Federal Land Bank of New Orleans of even date and recorded in Mortgage Book 61 at pages 382-6 Mortgage Records of said County and State.

Given to secure payment of \$600.00 with 5% interest per annum, payable annually in 10 equal successive installments of \$60.00 each, the first payment due July 1, 1935 and the remaining installments being payable on each succeeding interest payment date to and including July 1st, 1947.

- continued -

Mortgage Book 61 Pages 386-8 - continued - Sheet No. 2.

MARGIN ENDORSED:

This instrument and the note and debt secured thereby having been paid in full, the same is hereby cancelled and discharged of record this 27th day of July, 1942.

Attest:

Federal Farm Mortgage Corporation
By R. D. Hooks, Jr.,
Its Attorney in Fact.

By

For Power of Attorney see item following - Recorded
in Miscellaneous Book 5 Page 236.

Federal Farm Mortgage Corporation
By H. H. Montgomery, Vice-Pres.,
V. W. Olivier, Asst Secy.,

INSTRUMENT Power of Attorney
DATED July 21, 1942
FILED July 27, 1942

-To-

RECORDED Misc. Book 5 Page 236

R. D. Hooks, Jr.,

ACKNOWLEDGED July 21, 1942, by H. H. Montgomery, as Vice President of Federal Farm Mortgage Corporation, before Emile H. Dieth, Notary Public, Parish of Orleans, La., Seal affixed. Statutory form of acknowledgment

RECITES: The undersigned hereby appoints R. D. Hooks, Jr., its attorney in fact to cancel and mark satisfied in its name the record of that certain mortgage executed on Sept. 14, 1934, by Anton Swoboda and wife, Louise Swoboda, recorded in Mortgage Book 61 pages 386-8 in the office of the Judge of Probate of Baldwin County, Alabama, the indebtedness secured thereby having been paid in full.

Corporate Seal.

ABSTRACTER'S NOTE

We do not find of record any instrument whereby Federal Farm Mortgage Corporation acquired the right to cancel the mortgage shown in Item 28 preceding.

OK
See Section
1016 B & 1020 B
with 12 N.S.C.A.
J

Anton Swoboda, and
Aloisie Swoboda, his wife

INSTRUMENT Easement
DATED Nov. 30, 1937
FILED Jan. 10, 1938

-To-

Baldwin County Electric
Membership Corporation

RECORDED Deed Book 64 Page 105

ACKNOWLEDGED Nov. 30, 1937, by Anton Swoboda and wife, Aloisie Swoboda, general and separate acknowledgments, before a Notary Public, Baldwin County, Alabama. Seal affixed. Statutory form of acknowledgment.

Does grant ... the right to enter upon the lands of grantors situated in the County of Baldwin, State of Alabama, and described as follows:

Southwest Quarter of Northeast Quarter and
South half of Northeast Quarter of Northeast
Quarter of Section 24 Township 6 South of
Range 3 East

and,

(1) To place, construct, repair, maintain, relocate and replace thereon anchors, anchor stubs and guy wires necessary or advisable for the construction, operation, replacement, repair and maintenance in and upon any road or highway abutting the lands above described of an electric transmission or distribution line or system, and to cut and trim trees interfering with the placing and maintenance of said anchors, anchor stubs and guy wires;

(2) To cut and trim trees to the extent necessary and advisable for the construction, operation, replacement, repair and maintenance in and upon any road or highway abutting the lands above described, of an electric transmission or distribution line or system, including the right to cut down, from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

Anton Swoboda, and
Alois Swoboda, his wife

INSTRUMENT Easement
DATED Jan. 18, 1939
FILED June 5, 1939

-To-

Baldwin County Electric
Membership Corporation

RECORDED Deed Book 70 Pages 141-2

ACKNOWLEDGED Jan. 18, 1939, by Anton
Swoboda and Alois, his wife, general
and separate acknowledgment, before
Notary Public, Baldwin County, Alabama

Do grant ... the right to enter upon the lands of grantors situated
in the County of Baldwin, State of Alabama, described as follows:

South half of Northeast Quarter of Northeast
Quarter of Section 16 Township 6 South, Range 3
East,

and,

(1) To place, construct, repair, maintain, relocate and replace thereon
anchors, anchor stubs and guy wires necessary or advisable for the construction,
operation, replacement, repair and maintenance in and upon any road or highway
abutting the lands above described of an electric transmission or distribution line
or system, and to cut and trim trees interfering with the placing and maintenance
of said anchors, anchor stubs and guy wires;

(2) To cut and trim trees to the extent necessary and advisable for the
construction, operation, replacement, repair and maintenance in and upon any road
or highway abutting lands above described, of an electric transmission or distri-
bution line or system, including the right to cut down, from time to time all
dead, weak, leaning or dangerous trees that are tall enough to strike the wires
in falling.

Anton Swoboda, and
Aloise Swoboda, his wife

- To -

Tide Water Associated Oil
Company, Tulsa, Oklahoma

CONSIDERATION: \$60.00 - Paid

INSTRUMENT Oil, Gas & Mineral Lease
DATED S pt 23, 1944
FILED Nov. 24, 1944

RECORDED Deed Book 88 Pages 47-8

ACKNOWLEDGED Sept 23, 1944, by Anton Swoboda and Aloise Swoboda, his wife, general and separate acknowledgments before H. C. Peterson, Notary Public, Baldwin County, Ala., Seal affixed. Statutory form of acknowledgment

Grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals laying pipe lines, building roads, tanks, power stations telephone lines and other structures thereon to produce, save, treat, take care of treat, transport and own said products and housing its employees, the following described land in Baldwin County, Alabama, to-wit:

Township 6 South, Range 3 East:

Section 16

S $\frac{1}{2}$ of N $\frac{1}{2}$ of NE $\frac{1}{4}$

40 acres

S $\frac{1}{2}$ of NE $\frac{1}{4}$

80 acres

This lease also covers and includes all land owned by or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said section or sections, grant or grants, or in adjacent sections or grants, although not included within the boundaries of the land particularly described above.

For the purpose of calculating rental payments hereinafter provided for, said land is estimated to comprise 120 acres, whether it actually comprises more or less.

- continued -

2. Subject to the other provisions herein contained this lease shall be for a term of ten years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil one eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance produced from said land and sold or used off the premises or for the extraction of gasoline or other products therefrom, the market value at the well of one eighth of the gas so sold or used provided that on gas sold at the wells the royalty shall be one eighth of the amount realized from such sale; while there is a gas well on this lease but gas is not being sold or used, Lessee may pay as royalty at monthly intervals a sum equal to one twelfth of the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time such payment is made, and if such payment is made or tendered, it will be considered that gas is being produced from this lease in paying quantities; and (c) on all other minerals mined and marketed, one tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed the royalty shall be 50 cents per long ton, Lessee shall have free use of oil, gas, coal or water from said land except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

Lessor shall have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order property to develop and operate said premises in compliance with any lawful spacing rules which may be prescribed, for the field in which this lease is situated by any duly authorized authority, or when to do so would, in the judgment of Lessee promote the conservation of the oil

- continued -

and gas in or under and that may be produced from said premises, such pooling to be into a unit or units not exceeding 40 acres each.

Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production for the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

5. If operations for drilling are not commenced on said land on an acreage pooled therewith as above provided on or before Sept. 23, 1946, the lease shall then terminate as to both parties, unless on or before such date Lessee shall pay or tender to Lessor or to the credit of Lessor in Central Baldwin Bank at Robertsdale Alabama, (which bank and its successors are Lessor's agent and shall continue as the depository for all rental payments hereunder regardless of changes in ownership of said land or the rentals) the sum of \$30.00 (herein called rental) which shall cover the privilege of deferring commencement of drilling operations for a period of 12 months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of 12 months each during the primary term. The payment or tender of rentals may be made by check or draft of Lessee mailed or delivered to Lessor or to said bank on or before such date of payment. If such bank (or successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail in or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tender of rental until 30 days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tender. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is

- continued -

Deed Book 88 Pages 47-8 - continued - Sheet No. 4.

reduced by said release or releases.

8. The rights of either party hereunder may be assigned in whole or in part and provisions hereof shall extend to their heirs, successors and assigns, but no change or division in ownership of this land or rentals or royalties, however accomplished shall operate to enlarge the obligations or diminish rights of Lessee.....

Note: Further provisions of this instrument are not considered material herein and are therefore omitted.

STATE OF ALABAMA)

BALDWIN COUNTY)

- CERTIFICATE OF JUDGMENTS

We hereby certify that we have examined the records of Judgments in the office of the Judge of Probate of Baldwin County, Alabama, and find no valid judgments indexed against any of the parties named in this Certificate, which are liens on the property described in the Caption hereof, except as hereinbefore shown:

Examination made as to the following names only

Anton Swoboda - - - - - None

STATE OF ALABAMA)

TAX CERTIFICATE

BALDWIN COUNTY)

We hereby certify that the following is a true and correct statement of the taxes on the lands described in the Caption hereof, according to the records of the Tax Assessor's and Tax Collector's offices of Baldwin County, Alabama, for the years hereinafter mentioned:

- 1941 - Assessed to Anton Swoboda - - - - - Paid
- 1942 - Assessed to Anton Swoboda - - - - - Paid
- 1943 - Assessed to Anton Swoboda - - - - - Paid
- 1944 - Assessed to Anton Swoboda - - - - - Paid
- 1945 - Assessed to Anton Swoboda - - - - - Paid
- 1946 - Assessed to Anton Swoboda

STATE OF ALABAMA)

BALDWIN COUNTY)

- C E R T I F I C A T E Abstract No. 2023

The Baldwin County Abstract Company, after an examination of the records in the office of the Judge of Probate, Tax Assessor, Tax Collector and Register of the Circuit Court of said County, for all Deeds, Mortgages, Deeds of Trust, Contracts, Agreements, Options, Leases, Mechanic's Liens, Tax Sales, Tax Delinquencies, Judgments, Powers of Attorney, Lis Pendens, and Probate, Circuit and Chancery Court proceedings, hereby certifies the foregoing pages numbered One (1) to 39, inclusive, to be a full and complete abstract of all instruments and matters of record affecting the title to the real property described in the Caption hereof.

Dated at Bay Minette, Alabama, this the 22nd day of July, 1946, at 8:00 o'clock A. M.,

BALDWIN COUNTY ABSTRACT COMPANY

By *S. E. Deter*
M a n a g e r