Johnston J.M. Trustee to S.W.B.&L. Association

State of Alabama }
County of Shelby } An Indenture entered into and made on this sixth day of March 1894 by and between J.M. Johnston of said County of Shelby as Trustee for the Southwestern Building & Loan Association, of New Orleans Louisiana under and by virtue of a trust deed dated September Seventh 1891 and recorded in Book 27 page 468 et seq. of the general records of said County as party of the first part and the said Southwestern Building & Loan Association as party of the second part. Witness on the Seventh day of September 1891 Virley Kirkland Geo Kirkland and Henry Williams made and delivered to said Association their joint promissory note for the sum of Twelve Hundred ($1200) Dollars payable six months after the date thereof said note containing and agreement whereby they were allowed to pay off said note in installments of $21.40 per month, and on the same day executed and delivered to the said J.M. Johnston in trust for said association a certain indenture commonly called a deed of trust, signed by themselves and their wives according to law whereby they conveyed to such Trustee

all of that tract, lot or parcel of land situate lying and being in said county of Shelby State of Alabama and more particularly described as the North half of North-east quarter of South-west quarter of Section One Township twenty Two Range One West, and all of that part of North East quarter and half of South east quarter of Section One Township Twenty Two Range One West which lies west of Shelby Iron Company Rail Road containing Ninety eight acres more or less to secure the payment of said note; and Whereas it is provided among other things in said deed of trust that in case of default in the payment of such installments for a period of six months that said J.N. Johnston is required at the request of said association, or any holder of said note at any time made after such default in the payment of said installments to sell said property to the highest bidder for cash in hand in the manner prescribed in said deed of trust; and Whereas the said makers of said note and mortgage made default in the payment of such installments for a period much greater than six months and otherwise and in every respect failed to fulfill and perform their obligations undertaken and agreed to in said note and mortgage; and after such default for more than six months said association being still the holder of said note and mortgage requested the said Trustee to sell said property for the benefit of said association; and Whereas in accordance with such request the said J.N. Johnston on or about the first day of February of the present year, posted written advertisements at three public places in the town of Columbiana and County of Shelby and all of which written advertisements remained so posted at the respective places where they were put for thirty days prior to the date hereof and prior to the day of sale herein mentioned; and Whereas on the day of the date of this present indenture and thirty days after the posting of said written advertisements as aforesaid and after the same had remained so posted for a period of thirty days, the said J.N. Johnston as such Trustee offered and exposed for sale at public outcry said property to the highest bidder for cash in hand ~~paid~~ at the door of the Court House of said of said County of Shelby between the hours of 10 o'clock in the forenoon and 2 o'clock in the afternoon; and Whereas said association at said sale became and was the highest bidder for said in hand at and for the sum of $600 00/100. Now therefore this Indenture Witnesseth that the said J.N. Johnston as Trustee

as aforesaid for and in consideration of the said sum of Six Hundred Dollars in hand cash paid at and before the sealing and delivery of these presents does grant, bargain, sell, convey and con=
=vey unto the said Southwestern Building & Loan Association, all of said land hereinbefore fully described together with all and singular the rights members and hereditaments and appurtenances to the same in any manner belonging or appertaining To Have and To Hold all and singular the lands above described unto said association its successors or assigns in fee simple forever. In Witness Whereof, the said J.W. Johnson as Trustee as aforesaid has hereunto set his hand and affixed his seal, using a scrole for same, on the day and date first above mentioned.

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Signed sealed and delivered in presence of: J. R. White, Jas. Evans.

J.W. Johnston (Ls) as Trustee as stated in the foregoing deed.

Filed in Office for Record Mch 30th 1894 & Recorded.
Jno S Super Judge of Probate