State of Alabama } Know all men by these Presents that
Shelby County } Whereas J. W. Simms Jr. and M. A. Simms did on the 18th day of July 1896 execute to the Undersigned Walter C. Hazard their mortgage deed to the following lands to wit: The North East quarter of Section Sixteen, in Township Twenty-two of Range One West Containing One hundred and sixty acres more or less and lying in Shelby County Alabama for the purpose of securing their the notes of Thirty five ($35.00) dollars each payable respectively as follows: The 1st payable on the 1st day of December 1897 and one on the 1st day of December every year thereafter until all were paid said notes bearing interest at eight per cent from date, and the said mortgagors having made

default in the payment of all of said notes, and under and by virtue of the power contained in said mortgage the undersigned Walter B. Hazard by his agents and attorneys did on the 9th day of June, 1911 give thirty days notice of the time, terms and place of sale by posting such notices in three public places in said County, one of which original notices being hereto attached and made a part of this instrument with the affidavit thereon and on the 17th day of July 1911 did offer said land for sale at public outcry for cash to the highest bidder before the Court house door in Columbiana, in Shelby County Alabama and between the legal hours of sale, to-wit; between the hours of eleven o'clock A.M. and four O'clock P.M.; and whereas at such sale Leo Friedberger became the highest bidder for said land at and for the sum of five hundred dollars, Now, therefore for and in consideration of the said five hundred dollars to me in hand paid by the said Leo Friedberger, the receipt of which is hereby acknowledged, and under the authority conferred in said mortgage, I do grant, bargain, sell and convey unto the said Leo. Friedberger, all the right, title and interest which the said J. H. Gunter Jr., and M. A. Gunter had in and to said lands at the time said mortgage was executed that is on the 18th day of July 1896. To have and to hold to the said Leo Friedberger, his heirs and assigns forever, in so far as I, the said Walter B. Hazard can convey the same under the power contained in said Mortgage.

Witness my hand and seal this — day of July 1911.

Walter B. Hazard (L.S.)

State of Illinois,
Cook County } I, Albert H. Ingraham, the undersigned authority hereby certify that Walter B. Hazard whose name is signed to the foregoing conveyance and who is known to me acknowledged before me that being informed of the contents of said conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand this 21st day of July, 1911

Albert H. Ingraham
Notary Public.

Seal

My Commission expires Jan. 27th 1912.

Mortgage Sale.

Under and by virtue of a power of sale in a Mortgage executed on the 18th day of July 1896, by

J. W. Garner Jr., and M. A. Garner his wife, to Walter C. Hazard to secure the payment of ten (10) promissory notes each for the sum of Thirty five ($35-00) dollars and all bearing interest from date and payable severally the first on the 1st day of December 1896, and one note payable every twelve months thereafter the last being payable the 1st day of December 1904 and said mortgage being duly recorded on page 414 of Mortgage Record 41 in the office of the Probate Judge of Shelby County and default having been made in the payment of all of said notes Now therefore to satisfy said mortgage I will proceed to sell for cash to the highest bidder, before the Court House door in Columbiana Alabama on Monday the 17th day of July 1911 between the legal hours of sale, the following described real estate as the same is described in said mortgage: The North East (N.E¼) quarter of Section Sixteen (16), in Township twenty-two (22) of Range One (1) West, Containing One hundred and sixty acres (160) more or less and lying in the County of Shelby in the State of Alabama.

Witness my hand this 9th day of June, 1911.

Walter C. Hazard
Mortgagee.

Wallace & Henderson
Attorneys for Mortgagee.

State of Alabama, } Before me J. R. White Clerk of the
Shelby County. } County Court of said County appeared in person Samuel Henderson one of the attorneys for Walter C. Hazard, who being by me duly sworn says: that on the 9th day of June 1911, that he as such Attorney posted the notice on the other side of this sheet on the bulletin Board at the Court House in Columbiana Shelby County Alabama, that two additional copies of such notice were posted in two other public places in Shelby County Alabama that on Monday the 17th day of July 1911 as such Attorney between the hours of eleven A.M. and four O'clock P.M. that is at thirty minutes past twelve o'clock M. according to such notice he offered at public outcry before the Court House door in Columbiana the lands described in said notice for sale for cash to the highest bidder and that Leo Friedberger was highest and last bidder for said lands at and for the sum of five hundred dollars.

Samuel Henderson.

Sworn to and subscribed before me this 18th day of July 1911.

J. R. White Clerk

The State of Alabama, } I hereby certify that the within
Shelby County. } named Conveyance was filed
in this office for record July 26th 1911, at 2 o'clock
P. M. and recorded in Deed Record 46, page 529,
and examined. A. P. Longshore
Judge of Probate.