

State of Alabama.) Know all men by these presents, that Shelly County, Whereas on to wit: the 15<sup>th</sup> day of December 1912, F. V. Nelson, Chas. C. Nelson and W. J. Nelson executed to the Citizens Bank of Calera Alabama, a mortgage to satisfy an indebtedness of Two hundred and twenty-four and  $\frac{2}{100}$  Dollars (\$224.22) due by promissory note for said sum, payable on to wit: the 15<sup>th</sup> day of June 1917, which said indebtedness was due from said F. V. Nelson, Chas. C. Nelson and W. J. Nelson to the Citizens Bank of Calera Alabama, and conveyed in said mortgage the following described real estate to wit:

A lot of land at Shelly Springs, Shelly County Alabama, described as follows to wit: Commencing at the South East corner (S.E. corner) of the Conley lot and running South (S) Seventy (70) yards, thence West (W) one hundred and seventy five yards, (175) thence North (N) Seventy (70) yards to the South West (S.W.) corner of the Conley lot, thence one hundred and seventy five (175) yards to point of beginning, containing two and one half ( $2\frac{1}{2}$ ) acres more or less, known as the E. M. Boggs lot in Section Twelve (12) Township twenty two (Tp. 22) Range two west (2W). Also in South East quarter of the North East quarter ( $\frac{1}{4}$  of  $\frac{1}{4}$  of N.E.  $\frac{1}{4}$ ) with wood and water rights from Shelly Springs land as contained in deed to F. V. Nelson from Joseph T. Johnson and wife, situated in Shelly County Alabama. Which said mortgage was <sup>duly</sup> recorded in the Probate Office of Shelly County, Alabama, on to wit: the 15<sup>th</sup> day of December, 1912, in book of mortgages # 105, at page 189, and whereas default has been made in the payment of said indebted-

was secured by said mortgage, and the last day of the same being past and said sum being due and unpaid and whereas, under the power of sale contained therein said Citizens Bank of Calera, Alabama, is authorized and empowered to sell said property to the highest bidder for cash at public outcry, at or near the front steps or entrance of the Court House of said County, after having first given notice thereof for four weeks by publication once a week in a newspaper published in said County, and whereas default has been made in the payment of said indebtedness, and whereas notice has been given of said sale by publication for four consecutive weeks, prior to the date of said sale, in The Shelby County Sun, a weekly newspaper published at Columbiana, Alabama, and which said publication gave notice of the time, place, terms and purchase of said sale, as provided by the terms of said mortgage and whereas, W. B. Browne, auctioneer, or person crying said sale, under authority of said Citizens Bank of Calera, Alabama, pursuant to the power of sale contained in said mortgage, and the advertisement of said mortgage sale as aforesaid on the 1st day of August 1917 at Columbiana, Alabama, at the front steps or entrance of said Court House, offered for sale at public outcry to the highest bidder for cash, the above described real estate, to satisfy the indebtedness secured by said mortgage, and whereas, at such sale D. H. Riddle and L. H. Ellis were the highest and best bidder for such property, bidding therefor the sum of Two hundred and seventy, three and 45/100 Dollars, (\$273.45), said land was knocked off and sold to the said D. H. Riddle and L. H. Ellis as the purchasers at said sale.

Therefore we, F. V. Nelson, Chas. C. Nelson, and W. J. Nelson by W. B. Browne, as auctioneer or person crying said sale, in consideration of the contents of the foregoing premises, and in consideration of the payment of said sum of two hundred and seventy, three and 45/100 Dollars, (\$273.45), the amount bid on said property as aforesaid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said D. H. Riddle and L. H. Ellis said foregoing described real estate.

To have and to hold to the said D. H. Riddle and L. H. Ellis

their heirs and assigns forever, and we covenant with the said D. H. Riddle and L. H. Ellis, that we are lawfully seized in fee simple of said premises, and that we have a good right to sell and convey the same, and that we will forever defend the title to the same to the said D. H. Riddle and L. H. Ellis their heirs and assigns against the lawful claims of all persons. Witness our hands and seals this the 1<sup>st</sup> day of August, 1917.

F. V. Nelson. (Seal)

By W. B. Browne, Auctioneer or person crying sale.

Chas. C. Nelson. (Seal)

By W. B. Browne - Auctioneer or person crying sale.

W. J. Nelson. (Seal)

By Auctioneer or person crying sale.

State of Alabama, } I, Kathleen Mae Coughlin, a Notary Public,  
Shelby County, } in and for said County and State, do hereby  
certify, that W. B. Browne whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing conveyance, he executed the same voluntarily on the day the same bears date, for and in behalf of said grantors, F. V. Nelson, Chas. C. Nelson, and W. J. Nelson, as the auctioneer or person crying said sale, under the power contained in said mortgage.

Given under my - and Seal of office this the 9<sup>th</sup> day of October, 1917.

Kathleen Mae Coughlin. (Seal)

Notary Public.

The State of Alabama, } I hereby certify, that the within conveyance was filed in this office for record 9 Oct. 1917 at 9 o'clock A. M. and recorded in Deed Record 55 page 202 and examined.

A. C. Longshore, Judge of Probate.