

State of Alabama, }
 Shelby County, } Know all men by these presents,
 That whereas on to wit: the 9th day
 of November 1914 Herd Horton and Etta Horton executed
 to L. F. Ellis a mortgage to satisfy an indebtedness
 of ninety four and 5/10 Dollars (\$94.50) due by prom-
 issory Note for said sum payable on to wit: the 15th
 day of December 1914 which said indebtedness was due
 from said Herd Horton and Etta Horton to the Town
 of Columbiana Alabama, a municipal corporation
 for fine and costs in three cases against Herd Horton
 in which he was convicted in the Mayor and Ex-offi-
 cis Recorder's Court of the Town of Columbiana Alabama
 on the 24th day of August 1914, and which said
 mortgage was executed by said mortgagors to secure
 said fine and costs and the costs of executing and
 recording the same, and in which said mortgage
 there was conveyed the following described real estate
 to wit: The Southwest quarter of the Southeast quarter
 (SW 1/4 of the SE 1/4 Section Two (S 2) Township Twenty two
 (Tb. 22) Range one West (R. 1 W.) and all of the undi-
 vided interest of the said Herd Horton in his fa-
 ther's estate, the same being a one-sixth interest
 in what is known as the "Bok Horton place," situ-
 ated about two miles from Shelby Alabama, and all
 of said lands is situated in Shelby County Alabama.
 which said mortgage was duly recorded in the
 Probate office of Shelby County Alabama on to wit:
 the 9th day of November 1914 in book of mortgages #
 110, at page # 144, and
 Whereas default has been made in the payment
 of said indebtedness secured by said mortgage
 and the law day of the same being past and said

sum being due and unpaid, and

Whereas under the power of sale contained therein said L. H. Ellis is authorized and empowered to sell said property to the highest bidder for cash at public outcry, at or near the front steps of the Court House of Shelby County, after having first having given notice of said sale by publication in two issues of 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, together with date, terms, place and purpose thereof, as provided in said mortgage by publications prior hereto in two issues of the Shelby County Sun a weekly newspaper published at Columbiana Alabama, and

Whereas, L. H. Ellis as auctioneer or person crying said sale under authority of the said L. H. Ellis, pursuant to the power of sale contained in said mortgage and the advertisement of said mortgage sale as aforesaid on this the 17th day of April 1915, at Columbiana Alabama, at the front steps or entrance of the Court House of Shelby County 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 the Town of Columbiana a Municipal corporation was the highest and best bidder for such property, bidding therefor, the sum of one hundred twenty, two and $\frac{3}{100}$ Dollars (\$122.32) said land was knocked off and sold to said Town of Columbiana Alabama, a municipal corporation, as the purchaser at said sale.

Therefore we Hurd Horton and Etta Horton by L. H. Ellis 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 one hundred twenty, two and $\frac{3}{100}$ (\$122.32) 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 Town of Columbiana, a

Municipal corporation said foregoing described real estate
to have and to hold to the said Town of Columbiana
a Municipal corporation, its heirs and assigns forever,
and we covenant with the said Town of Columbiana
a Municipal corporation, 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 Town of Columbiana a Municipal cor-
poration, its heirs and assigns against the lawful
claims of all persons.

Witness our hands and seals this 17th day of April
1915, Herd Horton (Seal)

Attest: By L. H. Ellis, Auctioneer or
H. M. Coughlin, person crying sale,
Attest: Etta Horton (Seal)

Nathaniel Coughlin, By L. H. Ellis Auctioneer or person crying sale
State of Alabama, I, Nathaniel Mac Coughlin a Notary
Shelby County, Public in and for said County and
State, do hereby certify that L. H. Ellis 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 and in the
name of said grantors Herd Horton and Etta Horton
as the auctioneer or person crying said sale, under
the power contained in said Mortgage.

Given under my hand and seal of office this the
17th day of April 1915,

Nathaniel Mac Coughlin, Notary Public,
The State of Alabama, I hereby certify that the within
Shelby County, conveyance was filed in this of-
fice for record 29 April 1915, at 2nd o'clock P.M. and re-
corded in Deed Record 55- page 459 and examined.

A. P. Longshore, Judge of Probate,