State of Alabama } Know all men by these Presents that whereas on
Shelby County } to wit, the 19th day of November 1912 Geo. W. Eatress
and Rebecca Eatress, his wife, executed to The Planters Bank of
Talladega Springs Alabama a mortgage to secure an indebtedness of
Twelve Hundred ninety six Dollars ($1296.00) due from said Geo.
W. Eatress and Rebecca Eatress, his wife to the Planters Bank of
Talladega Springs Alabama by a promissory note or instrument
in writing, executed by said Geo. W. Eatress and Rebecca Eatress, his
wife, payable to said Planters Bank on November 1, 1913, and conveying
in said mortgage, the following described real estate, to wit: The South West
Quarter of the North West Quarter (SW¼ of NW¼) and North west quarter of South
West Quarter (NW¼ of SW¼); all in Section Fifteen (15) Township Twenty four
(24) North, of Range Fifteen (15) East, excepting one acres in the North
West Corner, the North West Quarter of the South west Quarter (NW¼ of SW¼)
containing 79 acres more or less, in Shelby County Alabama. Which
said mortgage was duly recorded in the Probate Office of Shelby County
Alabama, on to wit:- the 21st day of November, 1912 in Mortgage Record
Volume 102, at page 222; and - Whereas default has been made
in the payment of said indebtedness secured by said mortgage, and
the law day of same being past, the said sum of money, with
interest thereon is still due and unpaid; and
Whereas, under the power of sale contained therein said Planters
Bank upon such default, is authorized and empowered to sell said
property at public out cry, to the highest bidder for cash after first
having posted written notices of said sale at three (3) public places
in said County, giving the time, place, terms and purpose of said
sale - for at least twenty-one (21) days before the time of said sale; -
and
Whereas whereas said Planters Bank has elected to foreclose
said mortgage by posting said written notices, as provided by the terms
of said mortgage and has posted written notices of said sale at three
(3) public places in said County for more than twenty one (21)
days prior to this date, which said notices gave notice of the
time, place, terms and purposes of said sale, and were posted
at the following public places, to wit: One of said notices
was posted at the Post office at Columbiana Alabama; One at the
Court House of Shelby County Alabama, and one at the Block-
smith Shop of Barnett & Goodwin in said Town of Columbiana Alabama
and -
Whereas default has been made in the payment of said in-

debtedness, as aforesaid, and whereas L.H. Ellis as Auctioneer crying said sale under authority of Geo. W. Eatress and Rebecca Eatress, his wife pursuant to the power of sale contained in said mortgage and the advertisement of said mortgage sale as aforesaid, did on this the 24th day of July 1916, in front of the Court House of said Shelby County Alabama, offer 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 W.H. Mitchell was the highest bidder for such property bidding ~~the sum~~ therefor the sum of Twelve hundred thirty four & ollars ($1234.00) said land was knocked off and sold to said W.H. Mitchell, as purchaser of said land.

Therefore we, George W. Eatress and Rebecca Eatress, by L.H. Ellis as auctioneer at said sale, in consideration of the sum of Twelve Hundred Thirty four Dollars ($1234.00) the amount bid on said property, as aforesaid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto W.H. Mitchell, said foregoing described real estate,

To Have and to Hold to the said W.H. Mitchell his heirs and assigns forever, and we covenant with the said W.H. Mitchell 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 W.H. Mitchell his heirs and assigns, against the lawful claims of all persons.

Witness our hands and seals this the 24th day of July 1916

Geo. W. Eatress (Seal)
By L.H. Ellis (As Auctioneer at said Sale
Rebecca Eatress (Seal)
By L.H. Ellis (As Auctioneer at said Sale).

State of Alabama } I, J.R. White Clerk of the County Court of Shelby
Shelby County } County Alabama, 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 names of, said grantors, Geo. W. Eatress and Rebecca Eatress, as the auctioneer at said sale, under the power contained in said mortgage

Given under my hand and seal of office, this the 28th day of July 1916

J.R. White.
Clerk of the County Court of
Shelby County, Alabama.

The State of Alabama, Shelby County,
I hereby Certify that the Within Deed was filed in this Office for Record 28 day of July 1916 at 3 o'clock P.M. and recorded in Deed Record 58 Pages 533-5 and examined

A.P. Lamphere.
Judge of Probate.