FORECLOSURE DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas, on to-wit: the lst. day of December, 1919, L. W. Williams, a single man, executed to Connell and Baldwin a mortgage to secure an indebtedness of \$2,000.00, due by four (4) promissory notes, each for \$500.00 and each dated the lst. day of December 1919, and payable respectively on July the lst. 1920, January the lst. 1921, July the lst. 1921, and January the lst. 1922; and

Whereas in said mortgage there was conveyed the following real estate viz:

One lot or parcel of land in the town of Calera, commencing at a point on the north side of the Southern Railway 35 feet from the center of the main track of said road and 10 inches west of the southwest corner of building known as the Wade and Hill two story brick building, which building is located on the lot herein conveyed and is conveyed in this instrument; thence in a northwesterly direction along the line of said wall to a point 65 feet south of the L & N (Y) railway track at right angles with the track, meandering from the center of said (Y) railway track; thence in a southwesterly direction parallel, with said (Y) railway track; thence in a southwesterly direction to the point of beginning situated in Calera, Shelby County, Alabama; and

Thereas said mortgage was duly recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book 127, at pages 299, 300 and 301; and

Thereas the <u>law</u> day of said mortgage is past and the indebtedness secured thereby is unpaid; and

Whereas it is provided in said mortgage that said mortgage is authorized and empowered on said default of the payment of said indebtedness, after having first given thirty thirty days notice of the time, place and terms of said sale by publication in a newspaper published at Columbiana, Alabama, once a week for three consecutive weeks, to sell said property to the highest bidder for cash in front of the Court House door of said County; and

Whereas said mortgagees have advertised said sale by publication of a notice thereof in the Shelby County Reporter, a weekly newspaper published at Columbiana, Alabama, for more than thirty days prior thereto, which said publications were made once a week for three consecutive weeks, and which said publication gave notice of the time, terms, place and purpose of said sale; and

Whereas, I, L. H. Ellis, as the duly authorized agent and Attorney in Fact of the said Connell and Baldwin, did on, November the 17th 1924, within the legal hours of sale, pursuant to the power of sale contained in said mortgage and the advertisement of said mortgage sale, as aforesaid, offer for sale at public outcry to the highest bidder for cash at Columbiana, Alabama, at the front steps of the Court House of Shelby County, Alabama, the above and foregoing real estate to satisfy the indebtedness secured by said mortgage; and

Whereas at such sale Frank W. Smith was the best and highest bidder for said land bidding therefor the sum of Two Thousand Nine Hundred Sixty Dollars and Sixteen Cents, (\$2960.16), the said land was knocked off and sold to the said Frank W. Smith, as the purchaser at such sale.

Therefore, I, L. W. Williams, by L. H. Ellis, as my duly authorized agent and Attorney in Fact in said mortgage, in consideration of the payment of the said Two Thousand Nine Hundred Sixty Dollars and Sixteen Cents, (\$2960.16) the amount bid for

said land by the said Frank W. Smith, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Frank W. Smith all of the foregoing described real estate.

TO HAVE AND TO HOLD to the said Frank W. Smith, his heirs, assigns, forever, and I covenant with the said Frank W. Smith that I am lawfully seized in fee simple of said premises and that I have a good right to convey the same, and that I willforever warrant and defend the said title of the same to the said Frank W. Smith, his heirs and assigns.

Witness my hand and seal this the 17th day of November, 1924.

L. W. Williams

By L. H. Ellis

His attorney in fact

STATE OF ALABAMA)
SHELBY COUNTY)

I, J. M. Leonard Jr. a Notary Public and Ex-Officio Justice of the Peace in and for said County in said 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 in the name of and in behalf of the said grantor therein named and as his agent and attorney in fact.

Witness my hand and dated this the 30th day of December, 1924.

J. M. Leonard Jr

Notary Public and Ex Officio

Justice of the Peace

THE STATE OF ALABAMA)
SHELBY COUNTY)

I, L. B. Riddle Judge of Probate hereby certify that the within deed was filed inthis office for record Dec. 30th 1924 at 10 oclock A.M. and recorded in Deed record 77 page 566 and examined.

L. B. Riddle--Judge of Probate

U.S. REVENUE STAMPS

for a 2 0 0

Attached to this maturings

STATE OF ALABAMA

SHELEY CCUNTY

I here y certify that

3 5 0. Fridge Tax

here years as required by
law.

LBR Relies

Jacge of Probate.