## FORECLOSURE DEED

STATE OF ALABAMA )
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that whereas, on the 3rd day of April, 1923, W. P. McCoy and his wife, Willie Ann McCoy, made and executed a certain mortgage which is recorded in Volume 137, pages 70 and 71, Record of Mortgages, in the Probate Office of Shelby County Alabama, conveying the hereinafter described real estate to James Engle to secure the payment of Six Hundred (\$600.00) Dollars as evidenced by one promissory note dated April 3, 1923, and maturing on September 1, 1923, bearing interest at eight per cent per annum, and in said mortgage, it is provided among other things that should said note or any part thereof ramain unpaid at maturity, then the whole of said indebtedness should at once become due and payable and said mortgage subject to foreclosure, the mortgagee, his agents or assigns, being authorized in such case to take possession of said car and after giving thirty days notice by advertising in some newspaper published in Jefferson County, Alabama, to sell said property at auction to the highest bidder for cash in front of the Court House door in said County, and,

WHEREAS, default did occur as provided by the terms of said mortgage in the nonpayment of said note and the interest thereon, which were not paid on the date of maturity and are still unpaid, and the undersigned did give thirty days notice of the time, place and terms of said sale by publication thereof with a description of the property in the Weekly Call, a newspaper published in Birmingham, Jefferson County, Alabama the first of said notices appearing in the issue of said newspaper of January 24, 1925, and it appearing that the property described in said mortgage is situated in Shelby County, Alabama, the undersigned did further give thirty days notice of the time, place and terms of sale by publication with a description of said property in the Shelby County Reporter, a newspaper published in Columbiana, Shelby County, Alabama, setting forth that the undersigned would sell said property at public outcry to the highest bidder for cash in front of the court house 'door of Shelby County, at Columbiana, Alabama, the first of said notices appearing in the issue of said newspaper of January 29, 1925, and on the day and hour in both of said notices set forth, being March 3, 1925, during the legal hours of sale, the undersigned, acting by and through his duly authorized representatives did sell said property at public outcry to the highest bidder for cash in front of the court house door of Jefferson County, Alabama, and in front of the Court House door of Shelby County, Alabama and at both of said sales, the said W. P. McCoy, became the pirchaser there of at and for the sum of Seven Hundred Ninety Five (\$795.00) Dollars same being the highest, best and last bid for the same.

NOW, THEREOFRE, in consideration of the premises and of the said Seven Hundred Ninety Five (\$795.00) Dollars to me in hand paid by the said W. P. McCoy, I, the said James Engle, acting under and by virtue of the power of sale contained in said mortgage and in strict compliance therewith, and in conformity with the provisions of the law, have granted, bargained and sold and the undersigned by these presents does hereby grant, bargain, sell and convey unto said W. P. McCoy the following described real estate, situate, lying and being in Shelby County, Alabama:

The southwest quarter  $(SW_{4}^{\perp})$  of Section Thirty Five (35) and the east half  $(\underline{E4})$  of the southeast quarter  $(SE_{4}^{\perp})$  Section thirty four (34), all in Township eighteen (18), south range one (1) east, less ten acres of the southeast quarter  $(SE_{4}^{\perp})$  of the southeast quarter  $(SE_{4}^{\perp})$  Section thirty four (34), township eighteen (18), south, range one (1) east, which is deeded to L. W. Hartsfield. Also ten (10) acres in the northwest (NW) corner of the northeast quarter  $(NE_{4}^{\perp})$  of the northeast quarter  $(NE_{4}^{\perp})$  Section three (3) township nineteen (19), range one (1) east, bounded as follows: Beginning at the northwest corner of the northeast quarter  $(NE_{4}^{\perp})$  of the northeast quarter  $(NE_{4}^{\perp})$  Section three (3), township nineteen (19), south, Range

One (1) east, thence south about eighty (80) yards to the road, thence southeast along the road to the gap of the Rock Ridge, thence northeast along the top of the Rock Ridge to the Section line, thence west to the starting point, containing in all two hundred forty (240) acres, more or less '

TO HAVE AND TO HOLD unto the said W. P. McCoy, his heirs and assigns forever.

IN TESTIMONY WHEREOF, I, the said James Engle under aforesaid authority, and as agent for the mortgagors, of said property, have hereunto set my hand and seal this the 4thday of March 1925.

James Engle (L.S.)

Attest: R.D.Coffman

STATE OF ALABAMA

JEFFERSON COUNTY

I, S. E. Thompson, a Notary Public in and for said County, in said State, hereby certify that James Engle, whose name is signed to the foregoing conveyance, and who isknown to me, acknowledged before me on this day, that being informed of the contents of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 4th day of March 1925.

S. E. Thompson-Notary ublic

THE STATE OF ALABAMA

SHELBY COUNTY

I, L. B. Riddle Judge of Probate hereby certify that the withindeed was filed in this office for record April 8th 1925 at 9 oclock A.M. and recorded in Deed record 78 page 159 and examined.

Attached to this instrument

law.

STATE OF ALABAMA

Privilege Tax has been paid on the within instrument as required by

Judge of Probate.

L. B. Riddle--Judge of Probate