

THE STATE OF ALABAMA)

THE COUNTY OF SHELBY)

THIS INDENTURE, made and entered into this the 28th day of September, 1922, by and between J. A. Fuller, as auctioneer and agent for T. A. Eubanks and wife, Minnie Eubanks, party of the first part, and J. A. Fuller, party of the second part.

Witnesseth: that whereas, T. A. Eubanks and wife, Minnie Eubanks, did on May 4th 1914, execute and deliver to J. A. Fuller a mortgage conveying the hereinafter described property, to secure a certain indebtedness mentioned in said mortgage, which said mortgage is recorded in Mortgage Record 108, page 456, in the office of the Judge of Probate of Shelby County, Alabama:

AND WHEREAS, said mortgage was duly and regularly transferred to Mrs. J. H. Gillenwater: and whereas, default was made in the payment of the indebtedness secured thereby, and such default continuing, the said Mrs. J. H. Gillenwater, as transferee of said mortgage, proceeded to foreclose said mortgage under the power of sale contained therein, and after first giving thirty days notice of the time, place and terms of sale in The Peoples Advocate, a newspaper published in Columbiana, Shelby County, Alabama, by weekly insertion of such notice once a week for three consecutive weeks before the day of sale, did sell the hereinafter described property, to the highest bidder for cash, in front of the court house in Columbiana, Shelby County, Alabama, within the legal hours of sale, on September 28th, 1922, in strict accordance with said notice, and in strict accordance with the power of sale in said mortgage contained:

And whereas at such sale the party of the second part was the highest bidder for cash, he having bid the sum of Eight Hundred and Seventy and 70/100 (\$870.70) Dollars, said property was knocked down and sold to the party of the second part at and for said sum;

AND WHEREAS, the party of the first part was the person crying the said sale, as auctioneer, and whereas, it was provided in said mortgage that in the event the mortgagee became the purchaser at a sale under the power therein contained, the person crying such sale was authorized to make deed to the purchaser;

NOW THEREFORE, in consideration of the premises, and of the sum of Eight Hundred and Seventy and 70/100 (\$870.00) Dollars in hand paid the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, the party of the first part, under and by virtue of the power and authority contained in said mortgage, and in pursuance of such power, does hereby grant, bargain, sell and convey unto the party of the second part the following described pieces, parcels or tracts of land situated, lying and being in Shelby County, Alabama, namely:

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34; and the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35; also a part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, described as follows: commencing at the northwest corner, and running south three hundred and seventy (370) yards on the section line; thence run in an easterly direction to the county road; thence run in a northeasterly direction to a high rock and blazed post oak on the east of a creek; thence in an easterly direction to a stob on the east boundary line ninety (90) yards south of the northeast corner; thence west to the starting point; All being in Township 19, Range 1 west, and containing 117 acres more or less, and being the same property as described and conveyed by deed of J. D. Atkinson to said T. A. Eubanks on November 27, 1911; excepting from this conveyance the mineral rights in said land.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging or in any wise

appertaining, unto him, the said party of the second part, his heirs and assigns in fee simple forever.

IN WITNESS WHEREOF, the party of the first part, as auctioneer, and agent for T. A. Eubanks and wife, Minnie Eubanks, hereunto sets his hand and affixes his seal on this the day and in the year first hereinabove written.

J. A. Fuller (Seal)
As Auctioneer and Agent for T. A. Eubanks and wife, Minnie Eubanks

THE STATE OF ALABAMA)
THE COUNTY OF DALLAS)

I, Lily G. Powell, a Notary Public in and for said County, in said State, do hereby certify that J. A. Fuller, whose name as Auctioneer and as agent for T. A. Eubanks and wife Minnie Eubanks, 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 conveyance he as such auctioneer and agent for T. A. Eubanks and wife, Minnie Eubanks, executed the same voluntarily on the day the same bears date.

Given under my hand this 28th day of September, 1922.

Lily G. Powell
Notary Public, Dallas
County, Alabama.

THE STATE OF ALABAMA)
SHELBY COUNTY)

I, L. B. Riddle Judge of Probate hereby certify that the within deed was filed in this office for record May 8th 1925 at 9 oclock A.M. and recorded in Deed record 78 page 207 and examined.

U. S. REVENUE STAMPS
\$ 1.00
Attached to this instrument

STATE OF ALABAMA L. B. Riddle--Judge of Probate
SHELBY COUNTY
I hereby certify that
\$ 1.00 Privilege Tax
has been paid on the within
instrument as required by
law.
L. B. Riddle
Judge of Probate.