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STATE OF ALABAMA )
SHELBY COUNTY )
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KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, on to-wit: the 15th day of September, 1919, J. S. Evans and wife Olive Evans, executed to E. S. Lyman a mortgage to secure an indebtedness of Nineteen Hundred and Fifty Dollars (\$1950.00) evidenced by four promissory notes, due from said J. S. Evans to said E. S. Lyman, which notes are as follows:

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One note for $450.00 due January the 1st. 1920;
One note for $500.00 due September the 15th, 1920;
One note for $500.00 due September the 15th, 1921;
One note for $500.00 due September the 15th, 1922; and
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Whereas, in said mortgage there was conveyed the following real estate, situated in Shelby County, Alabama, viz:

The $S_{\frac{1}{2}}$ of the $SE_{\frac{1}{4}}$, and the $SE_{\frac{1}{4}}$ of the $SW_{\frac{1}{4}}$ of Section 27, and the $W_{\frac{1}{2}}$ of the $NE_{\frac{1}{4}}$ and the $E_{\frac{1}{2}}$ of the $SW_{\frac{1}{4}}$ of Section 34, Township 21, Range 3 west, and the $NE_{\frac{1}{4}}$ of the $NW_{\frac{1}{4}}$ and the $N_{\frac{1}{2}}$ of the $NE_{\frac{1}{4}}$, and all that part of the $SE_{\frac{1}{4}}$ of the $NE_{\frac{1}{4}}$ lying north of the Columbiana and Tuscaloosa public road, in Section 3, Township 22, Range 3 west; and

Whereas, said mortgage was duly recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book 119 at page 270; and

Whereas, all of said indebtedness is still due and unpaid; and

Whereas, it is provided in said mortgage that said mortgagee is authorized and empowered, on default of payment of said indebtedness, to sell said property conveyed therein to the highest bidder, for cash, at public outcry, at Montevallo, Alabama, after having advertised said sale by posting notices thereof at three public places in said County for not less than twenty days; and

Whereas, said E. S. Lyman has advertised said sale by posting written notices thereof at three public places in Shelby County, Alabama, for more than twenty days prior to this date, and in which notices the time, terms and place and purpose of said sale are set out, and which said notices were posted on the 19th day of May, 1925, and were kept continuously posted until the 15th day of June, 1925; and

whereas, said notices were posted at the following places, viz: One of them was posted on the bulletin board in the court House of Shelby County, Alabama, at the usual place of posting notices; one of them was posted on the wall in the front of the United States Post Office in the town of Columbiana, Alabama, and one of them was posted on the bulletin board in the front of the United States Post Office at Montevallo, Alabama, where notices are usually posted; and

Whereas, I, L. H. Ellis, as the duly authorized agent and Attorney in Fact of said J. S. Evans and Olive Evans, did on the 15th day of June, 1925, 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 the front of the United States Post Office at Montevallo, Alabama, the above and foregoing described real estate, to satisfy the indebtedness secured by said mortgage; and

Whereas, at such sale E. S. Lyman was the best and highest bidder for said land, bidding therefor the sum of Two Thousand Dollars, the said land was knocked off and sold to the said E S. Lyman, as the purchaser at such sale.

Therefore, we, J. S. Evans and Olive Evans, by L. H. Ellis, as our duly authorized agent and attorney in fact in said mortgage, in consideration of the premises and the payment of the said Two Thousand Dollars, the amount bid for the said land by the said E. S. Lyman, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said E. S. Lyman all of the foregoing described real estate.

TO HIVE AND TO HOLD, to the said E. S. Lymah, his heirs and assigns forever, and we

covenant with the said E.S. Lyman that we are lawfully seized in fee simple of said premises and that we have a good right to convey the same, and that we will warrant and defend the said title of the same to the said E.S. Lyman, his heirs and assigns.

"itness our hands and seals this the 15th day of June, 1925.

J. S.Evans

By L. H. Ellis

His Attorney in fact

Olive Evans
By L. H. Ellis
Her "ttorney 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 grantors therein named, and as their agent and Attorney in Fact.

Witness my hand and dated this the 15th day of June, 1925.

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 certifythat the within deed was filed in this office for record June 16th 1925 at 9 oclock A.M. and recorded in Deed record 78 page 263 and examined.

S. E. WELVIENUE STARTED

Astronomy this instrument

STATE OF ALABAMA SHELEY COUNTY

I hereby certify that

S-Privilege Tax
has been joint on the within
instrument as required by
law.

Judge of Probate.

L. B.Riddle--Judge of Probate