STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas, on to-wit: the 19th day of April, 1921 Peggy Cliff, an unmarried woman, executed to L. H. Ellis a mortgage to secure an indebtedness of One Hundred and Fifty Dollars, evidenced by a promissory note, bearing even date with said mortgage, and payable on the 19th day of July, 1921, and which said note was executed by said Peggy Cliff to said L. H. Ellis, as aforesaid; and,

hereas, in said mortgage there was conveyed the following described real estate, situated in Shelby County, Alabama, viz:

A certain tract or parcel of land lying and being in Shelby County, Alabama, to-wit: the north half of the north half of the southeast quarter of the southwest quarter of section five, in township twenty four, range thirteen east, described by metes and bounds as follows, to-wit: Beginning at the northeast corner of the southeast quarter of the southwest quarter of said Section five, run thence south one hundred and ten yards, thence west four hundred and forty yards, thence north one hundred and ten yards, thence east four hundred and forty yards to the point of beginning, containing ten acres, more or less, together with the improvements thereon. It being the same property conveyed to Peggy Cliff by R. E. O'Brien and M. A. O'Brien, by deed dated September 29th 1876, and recorded in Vol. No. 4 pages 72-3, record of deeds for Shelby County, Alabama.

Also the south half of the north half of the southeast quarter of the southwest quarter of said section 5, township 24, range 13 east; and

Whereas, said mortgage was duly recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book 129 at page 187; and

whereas, it is provided in said mortgage that said mortgage is authorized and empowered, on default in the payment of said indebtedness, to sellsaid property, in said mortgage conveyed to the highest bidder, for cash, at public outcry, at Columbiana, Alabama, after having advertised such sale by posting written notices at three public places in said county for not less than twenty days prior to said sale; and

Wheress, default has been made in the payment of said indebtedness and no part of same having been paid, but still remains due and unpaid; and

Whereas, said L. H. Ellis has advertised said sale by posting written notices at three public places in said county for more than twenty days prior hereto, as follows: One of said notices was posted at the Court House of Shelby County Alabama, at the usual place of posting notices; one of said notices was posted at the front of the United States Post Office at Columbiana, Alabama, and one of said notices was posted at the blacksmith shop of D. F. Robinson, in Columbiana, Alabama, and all of which said places are public places in Shelby County, Alabama, and in each of said notices the time, terms, place and purpose of said sale is set out; and

Whereas, I, W. W. Wallace as the duly authorized agent and attorney in fact of the said Peggy Cliff, did, on July the 18th 1925, within the legal hours of sale, pursuant to the power of sale contained in said mortgage and the advertisement of said 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 L. H. Ellis was the best and highest bidder for said land, bidding therefor the sum of Two Hundred dollars, the said land was knocked off and sold to the said L. H. Ellis as the purchaser at such sale.

Therefore, I, Peggy Cliff, by W. W. Wallace as my duly authorized agent and attorney in Fact in said mortgage, in consideration of the payment of the said sum of Two Hundred

Dollars, the amount bid for said land by the said L. H. Ellis the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said L.H. Ellis all of the foregoing described real estate.

TO HAVE AND TO HOLD to the said L. H. Ellis, his heirs and assigns forever, and I covenant with the said L. H. Ellis that I am lawfully seized in fee simple of said premises and that I have a good right to conveythe same, and that I will forever warrant and defend the said title to the same to the said L. H. Ellis, his heirs and assigns for the

"itness my hand and seal this the 18th day of July, 1925.

Peggy Cliff

(Seal)

By W. W. Wallace Her Attorney in Fact

STATE OF ALABAMA SHELBY COUNTY

I, J. M. Leonard Jr., a Notary Public and $^{\rm E}$ x Officio Justice of the Peace in and for said ounty in said State do hereby certify that W. W. Wallace, 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 her agent and attorney in fact.

Witness my hand and dated this the 18th day of July 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 certify that the within deed was filed in this office fow wecord July 21st. 925 at 9 oclock A.M. and recorded in Deed record 78 page STATE OF ALABAMA 299 and examined.

U. S. REVENUE STABLES

SHELBY CCUNTY I her by certify that

L. B.Riddle--Judge of Probate

_Privilege Tax has been paid on the within instrument as required by law.

Judge of Probate.