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STATE OF ALABAMA )
SHEIBY COUNTY )
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KNOW ALL MEN BY THESE PRESENTS, that on or about the 5th day of March 1923, Jeanette H. Smith and J.Claude Smith executed to D. L. Floyd a mortgage to secure an indebtedness of Twenty Five Hundred Dollars, evidenced by five promissory notes of date March 5, 1923, and which were executed on said date by the grantors in said mortgage to said D. L. Floyd and which notes bore interest from date at six per cent and were as follows:

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One note for $500.00 due March 5, 1924
One note for 500.00 due March 5, 1925
One note for 500.00 due March 5, 1926
One note for 500.00 due March 5, 1927
One note for 500.00 due March 5, 1928; and
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Whereas, in said mortgage there was conveyed the following real estate and personal property situated in Shelby County, Alabama, viz:

Lot No. 1 in Block "D" of Lyman's Addition to the town of Montevallo, according to a survey and map of said Lyman's addition, as recorded in the office of the Probate Judge of Shelby County, Alabama, together with allothe rights, privileges, tenements and hereditaments thereunto belonging, and including all mills, machinery, material equipment and furniture attached to or connected therewith, but not including stocks of grain on hand. Said property hereby conveyed is the property heretofore known as and called "Comer's Mill", and later as "Montevallo Roller Mills", and including all machinery and equipment purchased by said J. R. "estbrock from H. M. Cole and moved to said "Comer Mill" and known as the "Cole Mill Machinery", all comprising the mill property; and

"hereas, said mortgage was duly recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book 133 at page 550; and

Whereas, it is provided in said mortgage that the failure to pay said notes in whole or in part at maturity, then the entire indebtedness secured by said mortgage shall become due and payable; and

Whereas, said note due on the 5th day of March, 1925, was not paid at maturity but default was made in the payment thereof and a portion thereof still remains unpaid; and

Whereas, the mortgagee therein named has elected and does elect to consider due and payable all of the indebtedness secured by said mortgage for and on account of said default, as aforesaid; and,

Whereas, it is provided in said mortgage that said mortgagee is authorized and empowered on such default, as aforesaid to sell said property conveyed therein to the highest bidder for cash, at public outcry in front of the court house door in said helby County, after having first given notice of said sale in some newspaper published in said County for thirty days; and

Whereas, said D. L.Floyd has given thirty days' notice of the time, place and terms and purpose of said sale by publication of notice thereof in The Shelby County Reporter, a weekly newspaper published at Columbiana, Alabama, by five weekly insertions thereof in said paper on the following dates, viz:

One publication was made and had in the issue of said paper of December 10, 1925;
One publication was made and had in the issue of said paper of December 17, 1925,
One publication was made and had in the issue of said paper of December 24, 1925,
One publication was made and had in the issue of said paper of December 31, 1925; and
One publication was made and had in the issue of said paper of January 7, 1926; and

Whereas, in said notices published as aforesaid, the time, terms, place and purpose of said sale, together with the description of said property in said mortgage conveyed, are set out and described; and

Whereas, I, L. H. Ellis, as the duly authorized agent and attorney in fact of said D. L. Floyd, and also as the duly authorized agent and attorney in fact of said Jeanette H. Smith and J. Claude Smith, did, on Jan wary 16, 1926, 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 and personal property to satisfy the indebtedness secured by said mortgage; and

Whereas, at said sale, D. L. Floyd was the highest and best bidder for said land, bidding therefor the sum of Six Hundred Dollars, and said land was knocked off and sold to said D. L. Floyd, as the purchaser at said sale.

Therefore, we Jeanette H. Smith and J. Claude Smith, by L. H. Ellis, as our duly authorized agent and Attorney in Fact in said mortgage, in consideration of the payment of the said Six Hundred Dollars, the amount bid for said land by the said D. L. Floyd, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said D. L. Floyd, all of the foregoing described real estate.

TO HAVE AND TO HOLD to the said D. L. Floyd, his heirs and assigns forever, and we covenant with the said D. L. Floyd 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 forever warrant and defend the said title to the same to the said D. L. Floyd, his heirs and assigns.

Witness our hands and seals this the 16th day of January, 1926.

JeanetteeH. Smith
By L. H. Ellis
Her Attorney in Fact

J. Claude Smith
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 date, 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 16th day of January, 1926.

J. II. Leonard Jr. Notary Public and Ex-Officio Justice of the Peace

L. B. Hiddle--Judge of Probate

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 Jan. 19th 1926 at 4 oclock P.M. and recorded in Deed record 80 page 91 and examined.

U. S. REVERTIE STATEPS
for S. ____Cto
Attached to this instrument

STATE O LABAMA
SEFLEY COUNTY

I carry that
bas bas required by
law.

Be of Probate.