DECREE

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DIVISION OF THE NORTHERN DISTRICT OF ALABAMA

IN THE MATTER OF

R. L. Sawyer, Bankrupt) IN BANKRUPTCY No. 23619

At Birmingham Alabama, in said District, on the 30th day of November, 1926, before George P. Bondurant, Referee in Bankruptcy:

At a meeting of creditors in said cause had on the 3rd day of August, 1926, the property of the bankrupt was offered for sale, and the court being unable to obtain a satisfactory bid upon the property hereinafter described, and it appearing further that the trustee has sought to sell said property and has been unable so to do, now comes J. M. Steverson and makes the following offer to purchase all the assets of this estate except one Berlin Planer and Matcher No. 94, accessories and fixtures therefor, heretofore sold to the P. B. Yates Machine Company, upon the following terms and conditions to-wit:

The said J. M. Steverson offers to purchase all the harness, drays, fixtures, boilers and all other property of said estate including the sheds and buildings used in connection therewith, excepting only the property heretofore sold the P. B. Yates Machine Company for the following consideration:

- He agrees to pay to the Trustee therefor, the sum of \$600.00 cash;
- 2. He agrees to assume and pay in cash as if said amount had been received and disbursed by the Trustee, a certain mortgage in the sum of \$414.00, with interest, due the Moore Dry Kiln Company;
- 3. Said purchaser further agrees to assume and pay in cash as if so much money received, and disbursed by the Trustee, a certain mortgage of W.E. Merrell, in the sum of \$1500.00 with interest;

Total purchase price for said assessments and consideration of sale being in the aggregate sum of \$2,514.00;

4. Saidpurchaser further agreeing as a consideration of the sale to release this estate of any and all claim he may have against it for compensation for his services as receiver in this proceeding and further agreeing to release this estate of any claim there may be against it for compensation to his attorney of record for representing him as receiver in this roceeding.

And it appearing to the court that it is to the best interest of this estate that the sale to the said J. M. Steverson upon the terms and conditions hereinabove set forth, and no adverse interest appearing, it is by the court, ordered, adjudged and decreed;

That the said bid of the said J. M. Steverson for assets of this estate be and the same is hereby accepted, ratified, and confirmed and all right, title, and interest that the bankrupt or the trustee in bankruptcy, may have in and to said praperty are hereby vested in the said purchaser, J. M. Steverson, subject to the terms and conditions of the offer hereinabove set forth and the trustee is directed to deliver said property to the said J. M. Steverson upon payment by him of the said sum of \$600.00 cash, and the assumpton by him of the mortgages hereinabove set out, and the releasing of the estate of any liability for compensation to him as receiver herein and to his attorney of record for services as the receiver's counsel in this roceeding.

Geo. P. Bondurant Referee in Bankruptcy B. F. Smith, Attorney for J. M. Steverson First National Bank Bldg. Birmingham, Alabama Harry Gordon, Trustee, Shelby, Alabama

Leeper, Wallace & Saxon, Attorneys Columbiana, Alabama

THE STATE OF ALABAMA

SHEIBY COUNTY

I, L. B. iddle Judge of Probate hereby certify that the within decree was filed in this office for record Dec. 8th 1926 at 3 oclock P.M. and recorded in Deed record 81 page 122 and examined.

L. B. Riddle--Judge of Probate