Foreclosure Deed

STATE OF ALABAMA)
SHELBY COUNTY)

Cotober, 1925, Charles Cooper and wife Pearl Cooper, executed to the Federal Land Bank of New Orleans a mortgage to secure an indebtedness of Eleven Hundred Dollars, evidenced by promissory note of even date therewith, due in fixed annual amortization installments, including principal and interest, as set out in said mortgage, and which said note was executed by said Charles Cooper and wife, Pearl Cooper, to said The Federal Land Bank of New Orleans; and

Whereas, said anhual installments maturing October 15, 1926, amounting to Sixty Eight & 31/100 Dollars, with interest thereon, was not paid when due and still remains unpaid; and

Whereas, it is provided in said mortgage that if any installment due under said mortgage should not be paid at maturity the mortgagee has the right and authority to declare all of the indebtedness secured by said mortgage due and payable; and

Whereas, said mortgagee has exercised said option and for and on account of said default has heretofore declared the entire indebtedness secured by said mortgage due and payable; and

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

All of the northwest fourth of the northeast fourth of Section 11, Township 24, Range 13 east; also all of the west half of the southeast quarter of section 2, township 24, range 13 east, situated, lying and being in the county of Shelby and State of Alabama, containing 120 acres, more or less; and

Whereas, said mortgage was duly recorded in the Probate Office of Shelby County Alabama, in Mortgage Book 130 at page 160; and

Whereas, said indebtedness secured by said mortgage is past due and unpaid, and default has been made in the payment thereof; and

whereas, it is provided in said mortgage that said mortgage is authorized and empowered on such default, as aforesaid, to sell said property therein conveyed, at public outcry, at Columbiana, Alabama, at the Court House of said County of Shelby, to the highest bidder, for cash, within the legal hours of sale, after first having given notice of said sale by publication once a week for three weeks in a newspaper published in said County; and

Whereas, said mortgagee has given previous notice of the time, terms, place and purpose of said sale by publication of a notice thereof in The Shelby County Reporter, a weekly newspaper published at Columbiana, Alabama, by three weekly insertions of said notice therein on to-wit: January 20th 1927, January 27th, 1927 and February 3, 1927; and

Whereas, I, L. H. Ellis, as the duly authorized agent and attorney in fact of said Charles Cooper and Pearl Cooper and The Federal Land Bank of New Orleans, did, on Saturday the 12th day of February, 1927, 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, the above and foregoing real estate to satisfy the indebtedness secured by said mortgage; and

Whereas, at such sale JohnF. Allen was the best and highest bidder for said land, bidding therefor the sum of One Thousand Twenty one & Ol/100 Dollars, the said land was knowked off and sold to the said John F. Allen, as the purchaser at such sale.

Therefore, we, Charles Cooper and Pearl Cooper, by L.H. Ellis, as our daily authorized agent and attorney in fact, in said mortgage, in consideration of the payment of the said One Thousand, Twenty One & 01/100 $^{
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m o}$ llars, the amount bid for said land by the said $_{
m o}$ hn F. Allen, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said John F. Allen all of the foregoing described real estate.

TO HAVE AND TO HOLD to the said John F. Allen, his heirs and assigns forever, and we covenant with the said John F. Allen 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 of the same to the said John F. Allen, his heirs and assigns,

Witness our hands and seals this the 12th day of February, 1927.

(L.S.) Charles Cooper

By L. H. Eylis His Attorney in Fact

(L.S.) Pearl Cooper By L. H. Ellis Her Attorney in Fact

STATE OF ALABAMA

SHELBY COUNTY

I. L. B. R. ddle Judge of Probate in and for said County in said State, do hereby certify that L. H. Ellis whose name is signed to the for egoing 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 seal and dated this the 12th day of February, 1927.

L. B.Riddle Judge of Probate Shelby County Alabama

THE STATE OF ALABAMA

SHELBY COUNTY

I, L. B. Riddle, Judge of Probate hereby certify that the withindeed was filed in this office for record Feb. 17th 1927 at 8 oclock A.M. and recorded in Deed record 81 page 334 and examined.

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hereby certify that 50 France Tax L. B.Riddle--Judge of Probate