

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas, on or about to-wit: the 29th day of September 1923, Arthur Fancher and wife, Lora B. Fancher, executed to J. L. Staple, a mortgage to secure an indebtedness of Seven Hundred Dollars, evidenced by promissory note of even date with said mortgage, and payable on the 29th day of September, 1925, which said mortgage is recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book 136 at page 193; and

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

Commencing at the intersecting front of the right of way of the Louisville & Nashville Railroad main line and the lot known as the Bulke lot, running in a northerly direction parallel with the Blake^{lot} 150 feet, more or less, thence in a southeasterly direction 48 feet, more or less, to the right of way of the Louisville & Nashville Railroad main line track, thence in a southerly direction parallel with said Louisville & Nashville Railroad right of way to point of beginning, on which a four room frame house now stands.,

Also one half undivided interest to one lot or parcel of land commencing at a point on north side of Southern Railroad track 25 feet from the end of the cross ties, and running parallel with Southern Railroad in a southwesterly direction 50 feet thence in a northwesterly direction to a point 65 feet south of the Louisville & Nashville Railroad Y track, same being at right angle of track, thence in a northeasterly direction parallel with said Louisville & Nashville Railroad Y track 50 feet, thence in a southeasterly direction along party line wall to point of beginning, it being the west wall of the so called Calera Bottling Works buildings and east wall of the Fancher Restaurant, the lot or parcel of land has no improvements now, being destroyed by fire; 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 mortgagee is authorized and empowered, on said default, to sell said property therein conveyed at public outcry, at Columbiana, to the highest bidder, for cash, after first having advertised said sale by posting notices thereof at three public places in said County for not less than twenty days; and

Whereas, said mortgagee has given notice of the time, place, terms and purpose of said sale by posting written notices thereof at three public places in said county, and which were posting 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 United States Post Office at Columbiana, Alabama, and one of said notices was posted at what is known as the Robinson Blacksmith Shop in said town; and

Whereas, all three of said places are public places within the town of Columbiana, Alabama; and

Whereas, said notices were posted and kept posted continuously for more than twenty days prior to this date of sale; and

Whereas, I, L.H. Ellis, as the duly authorized agent and Attorney in Fact of the said J. L. Staple, did, on Saturday, the 26th day of March 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, Alabama, the above and foregoing real estate to satisfy the indebtedness secured by said

mortgage; and

Whereas, at such sale J. L. Staple was the best and highest bidder for said property, bidding therefor the sum of Six Hundred and Fifty Dollars, the said property was knocked off and sold to the said J. L. Staple, as the purchaser at such sale.

Therefore, we Arthur Fancher and wife, Lora B. Fancher, 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 and Fifty Dollars, the amount bid for said land ~~by the said~~ by the said J. L. Staple, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said J. L. Staple all of the foregoing described real estate.

TO HAVE AND TO HOLD to the said J. L. Staple, her heirs and assigns forever, and we covenant with the said J. L. Staple 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 J. L. Staple, his heirs and assigns.

Witness our hands and seals, this the 26th day of March, 1927.

Arthur Fancher (L.S.)
By L.H. Ellis
His Attorney in Fact

Lora B. Fancher (L.S.)
By L. H. Ellis
Her Attorney in Fact

STATE OF ALABAMA)

SHELBY COUNTY)

I, L. B. Riddle, Judge of Probate 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 26th day of March 1927.

L.B. Riddle
Judge of Probate of Shelby County
Alabama

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 March 31st. 1927 at 9 oclock A.M. and recorded in Deed record 81 page 452 and examined

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$ 10 Privilege Tax
has been paid on the within
instrument as required by
law.

L. B. Riddle
Judge of Probate

L. B. Riddle--Judge of Probate