

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas, on to-wit: the 19th day of October, 1927 G. L. Lipscomb executed to Willis A. Bradshaw a certain mortgage to secure an indebtedness therein mentioned which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book 152 at page 155; and,

Whereas in said mortgage there was conveyed the following described real estate, viz:

One parcel of land described as follows: Blocks 64, 49, 50 and all of Block 51, except lot 12, situated in the town of South Calera, Alabama, according to a map of said town duly recorded in the offices of the Judge of Probate of Shelby County and Chilton County, Alabama; and,

Whereas, said mortgage as recited therein, was given to secure the purchase price of and for said property, which had been sold by said Willis A. Bradshaw to said G. L. Lipscomb, and,

Whereas, said mortgage was to secure an indebtedness of Two Thousand Six Hundred Ten & 00/100 Dollars, evidenced by 87 promissory notes for \$30.00 each, of even date with said mortgage, and said notes were payable as follows: One of said notes was due on the 19th day of November, 1927, and one was due on the 19th day of each succeeding month thereafter up to and including January 19th, 1935; and,

Whereas, it is provided in said mortgage that if the mortgagor failed to pay said notes in whole or in part at maturity, said mortgagee was authorized to take possession of said property and sell the same, after giving thirty days notice by publication once a week for three consecutive weeks of the time, place and terms of sale by publication in some newspaper published at Columbiana, Alabama, said sale to be at auction, to the highest bidder, for cash, in front of the court house door in said county, and the proceeds of said sale to devote to the payment of the expense of advertising and selling said property, and the payment of a reasonable attorney's fee for foreclosing said mortgage and the payment of said indebtedness in full, whether the same should or should not have fully matured at the date of said sale; and

Whereas, twenty five of said notes are past due and unpaid, and the mortgagor has elected to consider all of said indebtedness due on account of said default in the payment of said twenty five notes; and,

Whereas, notice has been given of said sale for more than thirty days prior hereto, by publication of notice thereof for three consecutive weeks in The Shelby County Reporter, a weekly newspaper published in Columbiana, Alabama, which said notices were published in the issues of said paper of October 17th, 1929, October 24th, 1929, and October 31, 1929 and in said notices the time, place, terms and purpose of said sale and a description of the property to be sold, were stated; and,

Whereas, in strict compliance with the power of sale in said mortgage contained, as aforesaid, the property therein described was offered for sale, at public auction, to the highest bidder for cash, within the legal hours of sale on this the 18th day of November, 1929, at the front steps of the Court House of Shelby County, Alabama, at Columbiana, as provided for in said mortgage, and at said sale said property was bid in and was bought by said Willis A. Bradshaw for the sum of Two Thousand, Four Hundred Nineteen & 75/100 Dollars which was the highest and best bid therefor; and,

Whereas, L. H. Ellis was selected by the mortgagee as the auctioneer or attorney in fact to conduct and hold said sale and sell said property;

Now, therefore, in consideration of the payment of said sum of Two Thousand, Four Hundred Nineteen & 75/100 Dollars, the amount bid at said sale by said Willis A. Bradshaw, the receipt of which is acknowledged, and by virtue of the authority and power in said mortgage contained, and under and by virtue of the power of sale in said mortgage contained, the said G. L. Lipscomb and the said Willis A. Bradshaw, by said L.H.Ellis as attorney in fact and auctioneer making said sale, and said L.H.Ellis, as attorney in fact and auctioneer making said sale, do hereby grant, bargain, sell and convey unto the said Willis A. Bradshaw, the hereinabove described real estate, warranted free from all encumbrances and against all adverse claims.

TO HAVE AND TO HOLD to the said Willis A. Bradshaw his heirs and assigns forever.

In witness whereof we have hereunto set our hands and seals on this the 18th day of November, 1929.

G.L. Lipscomb (L.S.)
By L.H.Ellis, As Attorney in Fact and
Auctioneer making said sale

Willis A. Bradshaw (L.S.)
By L.H.Ellis, as Attorney in Fact and
Auctioneer making said sale.

L.H.Ellis (L.S.)
As Attorney in Fact and Auctioneer
making said sale.

STATE OF ALABAMA)

SHELBY COUNTY)

I, Cage Head, Judge of Probate in and for Shelby County, Alabama, hereby certify that L.H.Ellis whose name as Attorney in Fact and Auctioneer making said sale, 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 conveyance he, in such capacity as Attorney in Fact or Auctioneer making said sale, with full power and authority, executed the same voluntarily on the day the same bears date in the name of and as the act of said mortgagor and said mortgagee.

Given under my hand and seal of office this the 18th day of November, 1929.

Cage Head
Judge of Probate of Shelby
County, Alabama

THE STATE OF ALABAMA)

SHELBY COUNTY)

I hereby certify that the within deed was filed in this office for record Nov. 21st. 1929 at 9 o'clock A.M. and recorded in Deed record 90 page 178 and examined.

STATE OF ALABAMA
SHELBY COUNTY

Cage Head--Judge of Probate

I hereby certify that
\$ 2.38 Privilege Tax
has been paid on the within
instrument as required by
law.

CAGE HEAD,
JUDGE OF PROBATE