
FORECLOSURE DEED

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas, on the 28th day of February 1927 Vera C. Seale and her husband Grover Seale, executed to Walter B. Ozley, Robyn L. Ozley, and Jennie Lee Ozley, as Guardian for George H. Ozley, a minor a certain mortgage, to secure an indebtedness therein mentioned, which said mortgage is recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book 141 at page 349; and,

Whereas, the indebtedness secured by said mortgage consists of certain promissory notes described therein as follows:

One note for \$500.00 due February 28, 1928,
 One note for \$500.00 due February 28, 1929
 One note for \$500.00 due February 28, 1930
 One note for \$500.00 due February 28, 1931,
 One note for \$500.00 due February 28, 1932
 One note for \$500.00 due February 28, 1933 and

Whereas, each of said notes bear interest from date; and

Whereas, said note due on February the 28th, 1930, was not paid at maturity, and

Whereas, it is provided in said mortgage and as a part thereof, that should any of said notes be not paid at maturity, then the mortgagees shall have a right and option to declare all or said indebtedness due and payable, and upon the exercise of such option, they shall have the right to foreclose said mortgage; and,

Whereas, said mortgagees have exercised the aforementioned option and have declared all of said indebtedness due and payable, on account of the failure on the part of the mortgagors to pay said note due February 28th, 1930; and

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

Lots one to sixteen, inclusive, in block 260, in the town of Calera, Alabama, as shown by the map of John A. Dunstan's survey recorded in the Probate Office of Shelby County, Alabama; and

Whereas, it is provided in said mortgage that in default of the payment of any of said notes, or any part of said indebtedness the mortgagees are authorized and empowered to sell said property, at public outcry to the highest bidder for cash at public auction, at Columbiana, Alabama, after having advertised such sale by posting notices thereof at three public places in Shelby County, Alabama,

for not less than twenty days prior to said sale; and,

Whereas, notice has been given of the time, place, terms and purpose of said sale for more than twenty days prior to the 13th day of August 1930, by posting written notices thereof, at three public places in said County, and which said notices gave the time, place, terms and purpose of said sale and a description of the property to be sold, and which said notices were posted at the following public places in the town of Columbiana Alabama, viz:

One of said notices was posted at the front of the Court House of Shelby County, Alabama at the usual place of posting notices; one was posted at the front of the United States Post office at Columbiana, and one of said notices was posted at the front of the Columbiana Savings Bank in Columbiana, Alabama, and,

Whereas, default has been made in the payment of the indebtedness secured by said mortgage, as aforesaid, and said indebtedness continuing unpaid to the date of this sale; and,

Whereas, in strict compliance with the power of sale contained in said mortgage, as aforesaid, the property therein described was offered for sale to the highest bidder for cash, within the legal hours of sale at the front steps of the court house at Columbiana Alabama, on this the 13th day of August 1930, as provided for in said mortgage and at said sale said property was bid in and was bought by Walter B. Ozley, Robyn L. Ozley, and George H. Ozley, the mortgagees named in said mortgage, for the sum of one Thousand Dollars, which was the highest and best bid therefor; and

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

Now, therefore, in consideration of the premises and in consideration of the payment of the sum of One Thousand Dollars, the amount bid at said sale, by said Walter B. Ozley, Robyn L. Ozley, and George H. Ozley, the receipt of which is hereby 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 Vera C. Seale and her husband Grover Seale, as such mortgagors and Walter B. Ozley, Robyn L. Ozley, and Jennie Lee Ozley, as Guardian for George H. Ozley a minor and George H. Ozley, as such mortgagee, by said L.H. Ellis, as Attorney in fact and Auctioneer making said sale do hereby grant, bargain, sell and convey unto the said Walter B. Ozley, Robyn L. Ozley and George H. Ozley, the hereinbefore described real estate, warranted free from all encumbrances and against all adverse claims.

TO HAVE AND TO HOLD to the said Walter B. Ozley, Robyn L. Ozley and George H. Ozley, their heirs and assigns forever.

In witness whereof, we have hereunto set our hands and seals on this the 13th day of August 1930.

Vera C. Seale (Seal)
By L.H. Ellis, As Attorney in fact and
Auctioneer making said sale.

Grover Seale (Seal)
By L.H. Ellis, As Attorney in fact and
Auctioneer making said sale

Walter B. Ozley (Seal)
By L. H. Ellis, As Attorney in fact and
Auctioneer making said sale

Robyn L. Ozley (Seal)
By L.H. Ellis, as Attorney in Fact and
Auctioneer making said sale.

Jennie Lee Ozley (Seal)
As Guardian for George H. Ozley, a minor
By L. H. Ellis, as Attorney in fact and
Auctioneer making said sale.

George H. Ozley (Seal)
By L.H.Ellis, as Attorney in Fact and
Auctioneer making said sale.

STATE OF ALABAMA)

SHELBY COUNTY)

I, W.T. Taylor, Jr. Clerk of the Circuit Court of 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, as 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 mortgagors and said mortgagee..

Given under my hand and seal of office this the 13th day of August, 1930.

W.T. Taylor Jr.
Clerk of the Circuit Court of
Shelby County, Alabama

THE STATE OF ALABAMA)

SHELBY COUNTY)

I hereby certify that the within deed was filed in this office for record Aug. 16th 1930 at 9 oclock A.M. and recorded in Deed record 91 page 431 and examined.

Cage Head--Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$ 1.00 Privilege Tax
has been paid on the within
instrument as required by
law.

CAGE HEAD,
JUDGE OF PROBATE