STATE OF ALABAMA

JEFFERS ON COUNTY

KNOW ALL MEN EY THESE RESENTS, that, whereas, heretofore, on to-wit: ebruary 6th 1914, John W. Miller and wife Camie Miller, and R.C. Middleton and wife, Agnes Middleton, executed to the Title Guarantee Loan & Trust Company, Trustee, a certain mortgage conveying the hereinafter described property to secure a principal indebtedness in the sum of Fifty Five Thousand (\$55,000) Dollars as evidenced by six (6) promisory notes executed by JohnW. Miller and R.C. Middleton, bearing date of February 4th 1914, said notes being payable to the order of "ourselves" (John W. Miller and R.C. Middleton) each bearing interest fromdate at the rate of 6% per annum payable semi-annually and evidenced by coupons attached to each of saidnotes, each of said principal notes being for \$10,000.00 each and one of said notes being for \$5000.00 allof the said notes being identified by the certificate of the Title Guarantee Loan & Trust Company, Trustee, each of said notes to be endorsed and delivered by the said Miller and Middleton to whomsoever said money was borrowed from or to whomsoever the notes were negotiated or pledged, and,

That to secure the payment of said notes, the said Johnw. Miller and wife and R.C.Middleton and wife, executed said mortgage or deed of trust to the Title Guarantee Loan & Trust Company of Birmingham, Alabama, as trustee, on the real property hereinafter described, which mortgage or deed of trust is recorded in Volume 768 at page 488 of the records in the Probate Office of Jefferson County, Alabama, and is also recorded inShelbyCounty, Alabama, and also recorded in Tuscaloosa County, Alabama, and is also recorded in Volume 20, page 175 et seq., of the mortgages in the Probate Office of Bibb County, Alabama, and,

That the said JohnW. Miller and R.C. Middleton endorsed each of said notes and negotiated the same to the First National Bank of Birmingham, Alabam, and that the said R.C. Middleton by deed bearing date of July 28, 1921, conveyed to the said J. W. Miller all his right, title and interest in the said real property described in said mortgage or deed of trust and the said J.W. Miller assumed and agreed to pay the entire balance of indebtedness secured by said mortgage or deed of trust as a part consideration for said conveyance, and,

That there is now a balance of indebtedness evidenced by said notes and secured by said mortgage or deed of trust amounting to \$39,760.02 which is now past due and unpaid, and that said indebtedness evidenced by said notes is now held and owned by THE First National Bank of Birmingham, Alabama, and

That under the terms of said mortgage or deed of trust default has been made in the payment of said indebtedness and the said mortgage or deed of trust is now subject to for eclosure under the terms thereof, and the said First National Bank of Birmingham is holder and owner of saidnotes and mortgage.

whereas' in and by said mortgage it was provided that if the said John W. Miller and R.C.Middleton should fail to pay the principal and interest notes upon said loan as the same matured, or should fail to pay any part thereof when the same fell due, the said mortgagee, or its assignee, was authorized at his or its option to declare the whole of the indebtedness secured by said mortgage to be due and payable at once, and to enter upon and take possession of said property, and to sell the same at public outcry before the court house door of Jefferson County, Alabama, to the highest bidder for cash, after having givem three (3) weeks notice of the time and

place of such sale by advertisement in some newspaper published in said county once a week for three (3) consecutive weeks prior to said sale, and,

whereas, the said John W. Miller and R.C. Middleton did fail to pay the indebtedness secured by said mortgage, when and as the same became due and payable, and thereafter on, to-wit, the 12th day of August, 1926, between the legal hours of sale, the hereinafter described property, being the same property described in and conveyed by said mortgage, was offered for sale before the court house door of Jefferson County, Alabama, to the highest bidder for cash, before the giving of three weeks' notice of the time and place of such sale by advertisement in Alabama Christian Advocate, a newspaper published in Jefferson County, Alabama, once a week for three consecutive weeks prior to said sale, and

WHEREAS at such sale which was conducted in all respects in accordance with the provisions of said mortgage, The  $F_i$ rst National Bank of Birmingham became the purchaser of said property being the highest and best bidder therefor, at and for the sum of Ten Thousand (\$10,000) Dollars and

WHEREAS, it was provided in and by said mortgage, that the mortgagee or owner of debt secured thereby, was authorized to purchase said property at a sale thereof just as though such mortgagee were a stranger thereto, and in the event of such purchase the person acting as auctioneer of said sale was authorized and empowered to execute a deed of conveyance to the purchaser or purchasers in the name of the mortgagor by such auctioneer as agent or attorney in fact, and,

WHEREAS, The First National Bank of Birmingham is the owner of the indebtedness secured by said mortgage or deed of trust and also the assignee of said mortgage or deed of trust and,

WHEREAS, Brewer Dixon acted as auctioneer at suchsale having been duly appointed for that purpose by the said First National Bank of Birmingham.

NOW, THEREFORE, in consideration of the premises, and of One (\$1.00) Dollar, cash in hand paid to the undersigned Brewer Dixon, as agent and attorney in fact for John W. Miller and R.C. Middleton and to evidence the said sale, the undersigned John W. Miller and R.C. Middleton, by Brewer Dixon, as their agent and attorney in fact, have granted, bargained, sold and conveyed and do by these presents grant, bargain, alien, sell and convey unto the said The First National Bank of Birmingham, the following described real estate, being the same identical real estate described in and conveyed by said mortgage; the same lying and being situated in the following counties respectively in the State of Alabama to-wit:

The entire interest in fee in the several parcels of land hereinafter described and designated as tract One, all the coal, iron ore and other minerals, (and all mining rights in the several parcels of land hereinafter described, designated as Tract two) and the several parcels of land excepting coal, iron ore and other minerals hereinafter described, designated as tract three to-wit:

Tract One. El of SEl, Sec.22, SWl of NEl, Sec.23; SWl of SEl, Sec.24; NEl of NWl, Sec. 26; NEl of NWl and SWl of NWl, Sec. 34; Wl of SWl Sec. 36; all in Tp. 20, R. 5 W. in Jefferson County, Ala., Wl of SWl, Sec 4, SWl of NEl, SEl of SWl, Wl of SWl, Sec. 34, Tp. 24, N, R. 9 E all in BibbCounty, Ala., Nl of NEl, Sec. 2, Tp. 21, R. 5 W, inShelby County, Ala., SEl of NWl Sec. 4; NEl of NWl, Sec. 4; NEl of NWl, Sec. 7; NEl of NEl, Sec. 8; NWl of NEl and NEl and NEl of NWl, Sec. 30, all in Tp. 21, Sec. 18, El of NEl of SEl, Sec. 26; NWl of NEl of NEl, Sel of NWl, Sec. 30, all in Tp. 21,

R. 6 W., and ast of st of set of sec. 12; NW of NW, sec. 24, all in Tp. 21, S.R.

7 W, and NW of NE, NE, of NW, sec. 18, Tp. 22 S. R 7 W, all in Tuscaloosa County Ala

Tract Two: All the coal, iron ore and other minerals and mining rights in the following land:

N를 of NW를, SW를 of NW를, N를 of SW를, Sec. 19, Tp. 20, R. 4 W., and W를 of SW를, Sec. 10, and SEE of SEE Sec. 13, and EE of NEE, SWE of NEE, EE of NWE, SWE of NWE, WE of SEE,  $W_{2}^{\perp}$  of  $SE_{4}^{\perp}$ , Sec. 15, and  $E_{2}^{\perp}$  of  $NE_{4}^{\perp}$  and  $S_{2}^{\perp}$  of  $SW_{4}^{\perp}$ ; Sec. 24, and  $W_{2}^{\perp}$  of  $SW_{4}^{\perp}$ , Sec. 26and Shof SEh, NEh of SEh, Sec. 35, and Eh of NWh, Whof NWh of NWh, Eh of SWhof of  $MW_{4}$ , Sec. 36, in Tp. 20, R 5 W, all in Jefferson County, Ala.,  $SE_{4}$  of  $SE_{4}$ , Sec. 9, NW를 of NE를 and entire NW를 and NW를 of SW를, S를 of SW를, W를 of SW를, Sec. 10, and Not NWA, Sec. 15, and entire Eb of Sec. 16, and entire NWA and Eb of SWA, Sec. 16, and No of NE, Swa of NE, SE of NW, Sec. 17, and NE of Swa, Sec. 19, and So of  $NW_{\frac{1}{4}}$  and  $NE_{\frac{1}{4}}$  of  $SW_{\frac{1}{4}}$ , and entire  $SE_{\frac{1}{4}}$ , Sec.20, and  $SW_{\frac{1}{4}}$  of  $NE_{\frac{1}{4}}$ , Sec.21, and  $N_{\frac{1}{8}}$  of  $NE_{\frac{1}{4}}$ Sec. 22, and SEL of NWL, NE of SWL, WE of SEL, Sec. 23, and NWL of NEL, Sec. 26, Tp. 21, S. R 5 W, and End of NEd, Swd of NEd, and entire Swd Sec.34, Tp. 24 A. R 9 E, all in Bibb County, Ala., NW of NW, Sec.l, and Solof NE, Sec. 2, Tp. 21, S. R 5 W, inShelby County, Ala. Swal of SEa, Sec. 19, and NEa of NEa, Sec. 30, and Swal of SEa, Sec.32, in Tp. 20, R. 5 W, and  $SE_4^2$  of  $NE_4^2$  and  $NE_4^2$  of  $SE_4^2$ , Sec.20, and  $W_2^2$  of  $NW_4^2$  and NW를 of SW를 and SE를 of SW를, Sec.21, and E를 of NW를 and W를 of NE를, Sec. 24, and NE를 of NEW and SWA of NEW, Sec. 26, and WE of SEA and ED of SWA and SWA of NEW, Sec. 34, Tp. 20, R. 6 W, and  $E_{\overline{z}}$  of  $S_{\overline{z}}$ , Sec. 12, and  $W_{\overline{z}}$  of  $NE_{\overline{z}}$ , Sec. 24,, Tp. 21, R. 6 W, and NW를 of SE를 and NE를 of Sw를, Sec. 4, and SE를 of SE를, Sec. 7, and W를 of SE를, Sec. 8, Tp. 22, S. R 6 W, all in Tuscaloosa County, Alabama.

Tract Three. All the several tracts or parcels of land hereinafter described (excepting the coal, iron ore and other minerals which are not conveyed) to-wit:

SE $\frac{1}{4}$  of NE $\frac{1}{2}$  Sec. 17, and W $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , Sec. 32, Tp. 21, S. R 5 W, in Bibb County Ala., SE $\frac{1}{4}$  of SW $\frac{1}{4}$ , Sec. 13, Tp. 21, S. R 5 W, in Shelby County, Ala. W $\frac{1}{2}$  of SE $\frac{1}{4}$  Sec. 18. Tp. 20, R. 5 W, and SE $\frac{1}{4}$  of NE $\frac{1}{4}$  Sec. 34, Tp. 20, R. 6 W, and SE $\frac{1}{4}$  of SE $\frac{1}{4}$  and 10 acres in SW corner of SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Sec. 7, and SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , Sec. 8, and NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Sec. 21, and N $\frac{1}{2}$  of NW $\frac{1}{2}$  of SW $\frac{1}{4}$ , Sec. 22, and NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , Sec. 28, Tp. 21 S. R 6 W, and SE $\frac{1}{4}$  of NW $\frac{1}{4}$  Sec. 1, Tp. 21, S. R 7 W, allinTuscaloosa County, Alabama.

TO HAVE AND TO HOLD unto the said The  $^{\rm F}$ irst National Bark of Birmingham, its successors and assigns infee simple forever.

In witness where of, the names of the said JohnW. Miller and R.C. Middleton have been hereunto affixed by Brewer Dixon as their agent and attorney in fact, all on this the 13th day of August, 1926.

By Brewer Dixon As Agent and Attorney inFact

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority in and for said County in said State hereby certify that Brewer Dixon whose name as agent and attorney in fact of John W. Miller and R.C. Middleton is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such agent and attorney in fact executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of August 1926.

D. E. Wade -- Notary Public

STATE OF ALABAMA )

JEFFERSON COUNTY )

The undersigned, The First National Bank of Birmingham, the owner of the indebtedness secured by and the assignee of that certain mortgage or deed of trust executed by John W. Miller and wife and R.C.Middleton and wife on to-wit: February 6th 1914, which mortgage or deed of trust is recorded in Volume 768 at page 488 of the records in the Probate Office of Jefferson County, Alabama, and also recorded in Tuscaloosa County, Alabama, and is also recorded in Volume 20, page 175, et seq; of the mortgages in the Probate Office of Bibb County, Alabama, does hereby certify that Brewer Dixon was duly appointed by the undersigned The First National Bank of Birmingham, as such assignee, as auctioneer to conduct foreclosure sale under and in accordance with the terms of said mortgage, which said sale was held before the court house door of JeffersonCounty, Alabama, on the 12th day of August 1926, at which sale the undersigned The First National Bank of Birmingham became the purchaser of said property at and for the price of Ten Thousand (\$10,000) Dollars.

In witness whereof, the name of The First National Bank of Birmingham has been hereunto affixed by Thos. Bowron, its Vice President who is thereunto duly authorized and the seal of said company, attested by Paul Angell its Asst. Cashier, has been hereunto affixed, all on this the 13th day of Aug. 1926.

Attest:
By Paul Angell, Asst. Cashier
STATE OF ALABAMA )

JEFFERSON COUNTY )

The First National Bank of Birmingham By Thos. Bowron--Vice President

I, the undersigned authority, in and for said State and County, hereby certify Thos. Bowron, whose name as Vice President of The  $F_i$ rst National Bank of Birmingham, a corporation, is signed to the foregoing certificate, and who is known to me, acknowledged before me on this day that being informed of the contents of the certificate he as such officer and with fullauthority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 13th day of August 1926.

STATE OF AL BAMA )

Louise Thomas--Notary Public

JEFFERSON COUNTY )

Bank of Birmingham, the owner of the indebtedness secured by and the assignee of that certain mortgage or deed of trust executed by Johnw. Miller and wife Cannie Miller, and R. C.Middleton and wife Agnes Middleton to Title Guarantee Loan & Trust Company, Trustee, on, to-wit: the 6th day of February 1914, which said mortgage is recorded in the Probate Office of Jefferson County, Alabama. in Volume 768, at page 488 as auctioneer to conduct foreclosure sale of the property described in and conveyed by said mortgage, in accordance with the terms of same do hereby certifythat I acted as such auctioneer at mortgage sale conducted under the terms of said instrument, before the court house door of JeffersonCounty, Alabama, between the legal hours of sale, on the 12th day of August, 1926, that said sale was conducted in all respects in accordance with the terms and provisions of said mortgage, that at said sale The First National Bank of Birmingham became the purchaser of the property conveyed in and described by said mortgage, at and for the sum of Ten Thousand (\$10,000) Dollars, said sum being the highest, last and best bid received for said moperty.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 13th day of August, 1926. Brewer Dixon (Seal) STATE OF ALABAMA JEFFERSON COUNTY I, the undersigned, authority in and for said County in said State hereby. certify that Brewer Dixon whose name is signed to the foregoing certificate, and who is known to me, acknowledged before me on this day that being infformed of the contents of the certificate he executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 13th day of August, 1926. D.E.Wade--Notary Public THE STATE OF ALABAMA SHELBY COUNTY I he reby certify that the within deed was filed in this office for record Sept. 22nd 1930 at 2 oclock P.M. and recorded in eed record 91 page 481 et seq and examine d. Cage Head--Judge of Probate STATE OF A LABAM A JEFFERS ON COUNTY I hereby certify that the deed tax to amount of \$\P\$10.00 has been paid

J. P.Stiles--Judge of Probate

on this instrument