

FORECLOSURE DEED

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS that, whereas, on the 1st. day of February, 1928, L.A. Darwin and wife Maggie O. Darwin, executed to the Federal Land Bank of New Orleans, La. 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 150 at page 269; and,

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

The northeast quarter of the northeast quarter, Section 22, and the east half of the southeast quarter of the southeast quarter of Section 15; all in township 20, Range 1 west, containing in all sixty acres, more or less; and

Whereas, it is provided in said mortgage that said indebtedness was payable in installments, one of which matured on November the first, 1929, and another one on November the first, 1930, which installments were not paid, and still remain unpaid; and,

Whereas, it is provided in said mortgage that should any installment of said indebtedness be not paid at maturity the mortgagee shall have the right at its option, to declare all of said indebtedness secured by said mortgage due and payable; and,

Whereas, on account of said defaults aforementioned, said mortgagee exercised the aforementioned option and declared all of said indebtedness due; and,

Whereas, it is provided in said mortgage that in default of the payment of said indebtedness, as aforesaid, the said Federal Land Bank of New Orleans is authorized and empowered to sell said property at public outcry, to the highest bidder for cash, at the front of the Court House of Shelby County, Alabama, after having given notice of such sale by publication once a week for three weeks in a newspaper published in said County; and,

Whereas, notice has been given of said sale by publication of notice in The Shelby County Reporter, a weekly newspaper published in Columbiana, Shelby County, Alabama, for three weeks prior hereto, which publication was made in said paper in the issues thereof on December the 4th, December the 11th and December the 18th, 1930, in and by the terms of which notice was given of the time, terms, place and purpose of said sale, and a description of the property to be sold, which was originally set for December the 20th, 1930; and,

Whereas, on said December 20th, 1930, said sale was regularly continued to this date, being the 27th day of December, 1930, which said continuance or postponement of said sale was given by oral announcement at the front steps of the Court House of Shelby County, Alabama, at noon on said 20th day of December, 1930 and by also republishing the original notice of said sale in the issue of said The Shelby County Reporter of December 25th, 1930, with notation added thereto, that said sale was continued to December the 27th, 1930; and,

Whereas, default has been made in the payment of said 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 on this the 27th day of December 1930,

at the front steps of the Court House of Shelby County, at Columbiana, Alabama, as provided for in said mortgage, and at said sale said property was bid in, and bought by, The Federal Land Bank of New Orleans, La., for the sum of Four Hundred, Sixty Six & 31/100 Dollars, which was the highest and best bid therefor; and

Whereas, L.H.Ellis, an attorney, 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 premises and in consideration of the payment of the sum of Four Hundred, Sixty Six & 31/100 Dollars, the amount bid at said sale by said The Federal Land Bank of New Orleans, La. 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 L. A. Darwin and wife, Maggie O. Darwin, as such mortgagors, and The Federal Land Bank of New Orleans, La. 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 The Federal Land Bank of New Orleans, La. the ~~heretofore~~ⁱⁿ described real estate, warranted free from all encumbrances and against all adverse claims.

To have and to hold to the said The Federal Land Bank of New Orleans, La. its successors and assigns forever.

In witness whereof we have hereunto set our hands and seals on this the 27th day of December, 1930.

L. A. Darwin (Seal)
By L.H.Ellis, as his Attorney in Fact and Auctioneer making said sale.

Maggie O Darwin (Seal)
By L.H.Ellis, as her attorney in fact and Auctioneer making said sale.

The Federal Land Bank of New Orleans La. (Seal)
By L. H. Ellis as its Attorney in Fact and Auctioneer making said sale.

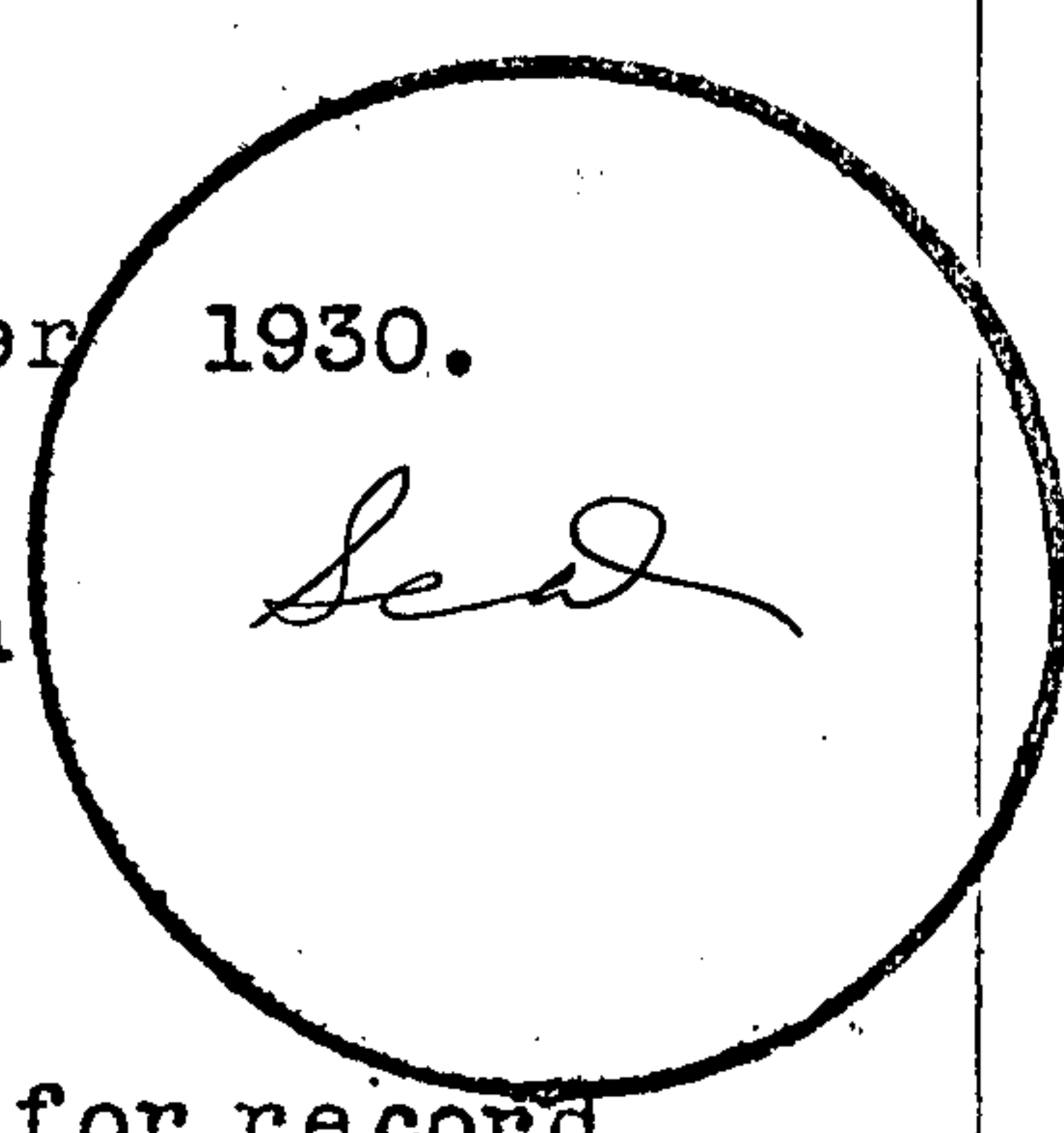
L.H. Ellis (Seal)
As Attorney in Fact and auctioneer making said sale.

STATE OF ALABAMA)
SHELBY COUNTY)

I, ^Cage Head, Judge of Probate in and for said County in said State, 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 and 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 27th day of December 1930.

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 Dec. 29th 1930 at 9 oclock A.M. and recorded in Deed record 92 page 98 and examined.

W. L. J.
Cage Head--Judge of Probate