

THE STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, WHEREAS, on the 20th day of February 1929, Hilliard Mason and his wife Maggie Mason, executed to C.L. Meroney a mortgage conveying to said C. L. Meroney the real property hereinafter described, to secure an indebtedness of two hundred forty & 00/100 Dollars as evidenced by nineteen promissory notes of even date with said mortgage and payable one each month thereafter on the 1st, day of each month, until all shall have been paid; said mortgage being duly recorded in the office of the Probate Judge of said Shelby County, in Book 158 of Mortgages, page 36; and whereas, on to-wit: the 10th day of October, 1930, Ellen N. Meroney as executrix of the estate of C. L. Meroney, deceased, and who is the sole legatee of said C. L. Meroney, sold, transferred and assigned to Eloise Meroney the said mortgage, together with the said notes secured thereby, and conveyed all her right, title, interest and claim in and to said real property, which said transfer, assignment and conveyance is duly recorded in the office of the Probate Judge of said Shelby County, in Deed Record 91, page 544; and whereas, default was made in the payment of said indebtedness, in which event, it was provided by the terms of said mortgage, the mortgagee was authorized to sell the real estate thereby conveyed at auction for cash at or near the front door of the place of business of the mortgagee after first having given notice thereof for four weeks, either by publication or by posting in three public places in said county and out of the proceeds of sale pay all expenses incident thereto and including a reasonable attorney's fee for collecting said notes and foreclosing the mortgage, then reserve enough to pay said notes and the balance if any, to pay to the mortgagors; and whereas, it was further provided by the terms of said mortgage that, in the event of a sale thereunder, the mortgagee, or assigns might purchase the same as though strangers to the mortgage and that the auctioneer or person crying the sale under authority of the mortgagee, agents, assigns or attorneys is authorized empowered and directed to execute a warranty deed to the purchaser, of said property in the name of the mortgagors by him as said auctioneer or person crying said sale.

And whereas, pursuant to the terms of said mortgage and in strict accordance therewith, after having given four weeks notice of sale by posting in three public places in said Shelby County, the said real estate was offered for sale at public outcry for cash, in front of the place of business of the mortgagee, in the town of Montevallo, in said Shelby County, on Monday, the 1st. day of December, 1930, at which sale said Eloise Meroney became the purchaser- she being the highest and best bidder therefor, at and for the price of Two Hundred Seventy Two & 00/100 Dollars, the undersigned E. S. Lyman being the person crying said sale.

NOW THEREFORE, in consideration of the premises and of the said sum of Two Hundred Seventy Two & 00/100 Dollars in hand paid, the receipt whereof is hereby acknowledged, the said E.S. Lyman, as the person crying said sale, in the name of said mortgagors, by him as attorney in fact and as authorized and directed by the terms of said mortgage, and the said Hilliard Mason and Maggie Mason by E. S. Lyman as attorney in fact, do grant, bargain, sell and convey unto the said Eloise Meroney, the said real estate to-wit:

Lot No. twenty one (21) in Storrs' Addition to the Town of Montevallo, in Shelby County, Alabama, according to a survey and plot of the subdivision of said town made by N.B. Dare, surveyor for Lizzie B. Troy and Electa S. Storrs, as recorded in the office of the Probate Judge of said Shelby County, but subject to the Statutory right of redemption under the laws of the State of Alabama,

TO HAVE AND TO HOLD unto said Eloise Meroney, her heirs and assigns, forever.
And said Hilliard Mason and Maggie Mason, by their said attorney in fact, do hereby covenant with said Eloise Meroney, her heirs and assigns, that they are lawfully seized of the aforegranted premises; that they are free free from all incumbrance, save that held by said Eloise Meroney; that they have a good right to sell and convey the same as they do hereby and that they will warrant and defend the title to the same to said Eloise Meroney, her heirs and assigns, against the lawful claims of any and all persons whomsoever, subject only to the said right of redemption,

In testimony whereof, Hilliard Mason and Maggie Mason by their attorney in fact, E. S. Lyman, and E.S. Lyman as auctioneer or person crying said sale hereunto set their hands and seals on this the 1st. day of December, 1930.

Hilliard Mason (Seal)
By E.S. Lyman
Attorney in Fact

Maggie Mason (Seal)
By E.S. Lyman
Attorney in Fact

E. S. Lyman (Seal)
As Auctioneer or person crying said sale

THE STATE OF ALABAMA)
SHELBY COUNTY)

I, Sallie Hooker, a Notary Public in and for said County in said State, hereby certify that E.S. Lyman whose name as attorney in fact for Hilliard Mason and Maggie Mason, respectively, and as auctioneer or person crying 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 attorney in fact and as such auctioneer or person crying the sale and with full authority executed the same for and as the act of said Hilliard Mason and Maggie Mason, and voluntarily as such auctioneer or person crying the sale, on the day the same bears date.

Given under my hand this the 1st. day of December, 1930.

Sallie Hooker--Notary Public

THE STATE OF ALABAMA)
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I hereby certify that the within deed was filed in this office for record Jan. 7th 1931 at 9 oclock A.M. and recorded in Deed record 92 pgge 119 and examined.

Cage Head--Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
\$ 50.00 Privilege Tax
has been paid on the within
instrument as required by
law.
CAGE HEAD,
JUDGE OF PROBATE