STATE OF ALABAMA)
SHELBY COUNTY)

ENOW ALL MEN BY THESE PRESENTS, that whereas on 1st. day of April 1927, Albert

Davis and wife George Ann Davis, executed that certain mortgage to Joe Pinkney, to

secure an indebtedness mentioned therein; said mortgage being recorded in mortgage record

Vol. 161 page 325, in the office of the Judge of Probate Ahelby County, Alabama, and;

Whereas, under the terms of said mortgage it was provided that if the mortgagors should fail to pay said indebtedness or any part thereof when the same become due, then in that event the whole of said sum of money secured therein shall become due and payable at the option of the mortgagee, without notice, and said mortgagee has exercised said option in that regard, and:

Whereas in and by the terms of said mortgage it also further provided that in the event of such default the mortgagee of his agents or attorneys may proceed to sell the property described therein and at said sale the mortgagee may become the purchaser and the person making said sale is empowered and directed to execute and deliver to the purchaser for said mortgagors and in their names and stead, a good and sufficient deed in fee simple of said property sold and, whereas, in and by the terms of said mortgage, default was made by said mortgagors in the payment of the indebtedness secured by said mortgage, and the same being subject to foreclosure, and,

Whereas, under the power contained in said mortgage the property therein described was advertised for sale for more than four weeks, by posting notices at the Court ____ in Columbiana, Alabama, and at the Post Office in Columbiana, Alabama, and in front of Coopers Store in Columbiana, Alabama, beginning on the 3rd day of April 1931, and continuing up to and including the 4th day of May 1931 of the place, time and terms of sale; and,

Whereas, in strict compliance with the power of sale contained in said mortgage the property therein described was offered for sale to the highest bidder for cash, between the legal hours of sale on Monday the 4th day of May 1931, in front of the Court House door in Columbiana, Alabama, and the same was purchased by Joe Pinkney the highest bidder for said property, for Eighty Six Dollars, therefore, I, G. W. Weaver was appointed by the mortgagee as his attorney for making and conducting such sale, and made such sale as his attorney.

Now, therefore, in consideration of the premises and in further consideration of the sum of Eighty Six Dollars, the purchase money by the said Joe Pinkney, the eccipt whereof is hereby acknowledged, and by virtue of the authority and power in said mortgage and under and by virtue of the power of sale contained in said mortgage and the law in such cases and provided, the said Albert Davis, and George Ann Davis, as mortgagors and Joe Pinkney as mortgagee, by the said G. W. Weaver as his attorney making said sale, do hereby grant, bargain, sell and convey unto the said Joe Pinkney all the right, title and claim in and to the following described property;

Five and seven tenths acres, the said Albert Davis' interest and share in the NW2 of SW2 Section 17, Township 22 Range 3 west, Shelby County, Alabama, containing forty acres more or less. This land is known as the Ike Davis forty acre field and lying west of the old road running from Montevallo to Gep T. Harrison's and now under fence.

TO HAVE AND TO HOLD unto the said Joe Pinkney, his successor and assigns forever. Witness our hands and seal this the 4th day of May, 1931.

Albert Davis (L.S.)
G. W. Weaver (L.S.)
Attorney making sale

George Ann Davis (L.S.)
G.W.Weaver (L.S.)
Attorney making sale

Subscribed and sworn to before me this the 4th day of May 1931.

Cage Head--Judge of Probate

THE STATE OF ALABAMA)

SHELBY COUNTY

I hereby certify that the within deed was filed in this office for Fecord May 25th 1931 at 2 oclock P.M. and recorded in Deed record 92 page 348 and examined.

Moly due

Cage Head--Judge of Probate