

INDENTURE between B. H. King, party of the first part, herein referred to as the "Grantor" and Birmingham Trust & Savings Company, a corporation, Samuel L. Earle and M. P. Northington, in their capacities as Executors of the Estate of Paul H. Earle, deceased, parties of the second part, herein referred to as the "Grantees";

WITNESSETH, Whereas, the grantor (who was referred to therein as the "Mortgagor") did heretofore, under date of January 10, 1930, execute and deliver to Paul H. Earle (who was referred to therein as the "Mortgagee") that certain mortgage covering the real estate hereinafter described, which mortgage is recorded in Volume 160 at page 103 of the mortgage records in the office of the Judge of Probate of Shelby County, Alabama, and which was given to secure the unpaid portion of the purchase price of the said real estate conveyed to the grantor by the said Paul H. Earle; and

WHEREAS, it was provided under the terms of the said mortgage that should default be made in the payment of the indebtedness secured thereby or any part thereof or the interest thereon at the maturity thereof, then and in such event the whole of the indebtedness secured by the said mortgage should thereupon become due and payable and the mortgagee therein, his agents or assigns, were authorized, with or without first taking possession thereof and after giving the notice therein provided for, to sell the said real estate in lots, in parcels or en masse in the manner herein provided at auction to the highest bidder for cash, and the said mortgage did further provide that in the case of a sale under the power contained therein the mortgagee, his agents or assigns, might bid at the said sale and purchase the said property if the highest bidder therefor; and

WHEREAS, the whole of the real estate conveyed by the said mortgage is situated in Shelby County, Alabama, and the said Paul H. Earle is now deceased and the said Birmingham Trust & Savings Company, Samuel L. Earle and M. P. Northington were on the 13th day of May, 1930, appointed executors of the estate of said Paul H. Earle by the Probate Court of Jefferson County, Alabama, and they did thereupon qualify as such executors and letters testamentary on the said estate were thereupon issued to them on the same date, and as such executors they became the owners of the indebtedness secured by the said mortgage; and

WHEREAS, default was made by the said mortgagor in the payment of part of the indebtedness secured by the said mortgage at the maturity of the same and the whole of the indebtedness secured by the said mortgage having at once become due and payable as provided therein, the grantees herein, after giving thirty (30) days notice of the time, place and terms of such sale by publication once a week for four consecutive weeks in The Shelby County Reporter, a newspaper published in the City of Columbiana, Shelby County, Alabama, did thereupon sell the said property at public outcry before the Court House door at Columbiana, in Shelby County, Alabama, on the 10th day of August, 1931 at 12:00 o'clock, noon, at which sale the grantees herein were the highest and best bidders for the said real estate and did become the purchasers thereof at and for the sum of \$1750.00;

NOW, THEREFORE, in consideration of the premises and payment to the grantor by the grantees of the said sum of Seventeen Hundred and Fifty Dollars (\$1750.00) the receipt whereof is hereby acknowledged, the grantor does hereby grant, bargain, sell and convey unto the grantees the following described real estate situated in Shelby County, Alabama, to-wit:

The southwest quarter of the southwest quarter of Section 18 and Fractions C and F

of Section 19, in Township 22, Range 1 west; the southeast quarter of the southeast quarter of Section 13, and Fractions A and B of Section 24 in Township 22 Range 2 west, together with a right of way for ingress and egress between the public road and the aforesaid real estate over and across the southwest quarter of the southeast quarter of Section 13, Township 22, Range 2 west.

TO HAVE AND TO HOLD the aforegranted premises unto the grantees, their successors and assigns forever, as fully and completely in all respects as if the grantor could or ought to convey the same under and by virtue of the power and authority contained in the said mortgage.

IN WITNESS WHEREOF, the grantor has caused this foreclosure deed to be hereunder executed under seal in his name and by the executors of the estate of the said Paul H. Earle, the mortgagee named in the said mortgage, this 10th day of August 1931.

B. H. King (L.S.)  
By Birmingham Trust & Savings Company  
By Maclin F. Smith  
its Trust Officer

By M. P. Northington

By Saml L. Earle  
As Executors of the Estate of Paul H. Earle  
deceased

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Festus C. Bridges a Notary Public in and for said County in said State, hereby certify that Maclin F. Smith whose name as Trust Officer of Birmingham Trust & Savings Company, a corporation, in its capacity as Executor of the Estate of Paul H. Earle, deceased, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as such executor.

Given under my hand and seal of office this the 17 day of August 1931.

Festus C. Bridges--Notary Public

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, J. L. Wilson, a Notary Public in and for said County in said State hereby certify that Samuel L. Earle, whose name as Executor of the Estate of Paul H. Earle and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he in his capacity, as such executor, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 17th day of August 1931.

J. L. Wilson--Notary Public

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Festus C. Bridges, a Notary Public in and for said County in said State, hereby certify that M. P. Northington, whose name as Executor of the Estate of Paul H. Earle deceased, 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 his capacity, as such executor, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 17 day of August 1931.

Festus C. Bridges--Notary Public

THE STATE OF ALABAMA )  
SHELBY COUNTY )

I hereby certify that the within deed was filed in this office for record Oct. 5th 1931 at 2 oclock P.M. and recorded in Deed record 92 page 597 and examined.

94 pd on m2g

Cage Head--Judge of Probate