Foreclosure Deed

State of Alabama : Shelby County)

KNOW ALL MEN BY THESE PRESENTS that, whereas, on, to-wit; the 18th day of March, 1929, P.D.Dooley executed to Scott County Milling Company, a corporation, 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 155 at page 50; and,

Whereas, in said mortgage there was conveyed the following described real estate, situated in Shelby County, Alabama, viz:

One lot or parcel of land in the town of Calera, Alabama, commencing at a point on the north side of the Southern Railroad 35 feet from the center of the main track of said road and 10 inches west of the southwest corner of building known as the Wade and Hill two story brick building, which building is located on the lot herein conveyed, and is conveyed in this instant, thence in a northwesterly direction along the line of said wall to a point 65 feet south of the L. & N (Y) track, at right angles with the track meandering from center of (Y) track thence in a south-westerly direction parallel with said (Y) track 18 and 2/3 feet, more or less, to the west line, thence in a south-easterly direction to the point of beginning, situated in Shelby County, Alabama; and,

Whereas, said mortgage, as recited therein, was executed to secure an indebtedness of Five hundred, forty & 00/100 dollars, evidenced by eighteen promissory notes of even-date with said mortgage, and payable as follows:

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One note for $30.00 payable September 18, 1929,
One note for $30.00 payable June 18,
                                           1929,
One note for $30.00 payable December 18,
                                           1929,
One note for $30.00 payable March
                                           1930,
                                      18,
One note for $30.00 payable June
                                      18,
                                           1930,
One note for $30.00 payable September 18,
                                           1930,
One note for $30.00 payable December 18, 1930,
                                      18, 1931,
One note for $30.00 payable March
                                      18, 1931,
One note for $30.00 payable Hune
One note for $30.00 payable September 18, 1931,
One note for $30.00 payable. December
                                      18, 1931,
One note for $30.00 payable March
                                      18, 1932,
One note for $30.00 payable June
                                      18, 1932,
One note for $30.00 payable September 18, 1932,
One note for $30.00 payable December
                                      18, 1932,
One note for $30.00 payable March
                                      18, 1938,
One note for $30.00 payable June
                                    18, 1933,
One note for $30.00 payable September 18, 1933; and,
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Whereas, only one of said notes has been paid, and it is provided in said mortgage that if any of the notes secured thereby should not be paid at maturity, the whole of said indebtedness shall become at once due and payable, and said mortgage subject to force closure; and,

Whereas, the mortgagee has availed itself of the aforementioned provision and has declared all of said indebtedness due and payable; and,

Whereas, on default of said payment as aforesaid, said mortgagee is authorized and empowered to sell said property at public outcry, to the highest bidder, for cash, at the front steps of the court house of Shelby County, at Columbiana, Alabama, after having given twenty days previous notice of said sale by posting notice at three public places in said County of the time, place and terms of sale; and,

Whereas, previous notice has been given of the time, place and terms of this sale for more than twenty days prior hereto by posting notices at the following places in Shelby County, Alabama, all of which are public places in said County, viz:

One of said notices was posted at the Court House of Shelby County, at the usual place of posting notices.

One of said notes was posted at the front of the United States Post Office, at Columbiana, Alabama,

One of said notices was posted at the front of Columbiana Savings Bank,

Building, in the Town of Columbiana, Alabama, and which notices gave a description of the land in said mortgage conveyed, and the purpose of said sale; and,

Whereas, default in the payment of said indebtedness secured by said mortgage continues unpaid to the date of this sale; and,

Whereas, in strict compliance with the power of sale contained in said mortgage, as aforesaid, and as provided by law, the property therein described as offered for sale to the highest bidder, for cash, within the legal hours of sale, on this the 16th day of May, 1932, at the front steps of the Court House of Shelby County, at Columbiana, Alabama, as provided in said mortgage and by law, and at said sale said property was bid in and was bought by Scott County Milling Company, a corporation, for the sum of Nine hundred, twenty-one & 26/100-Dollars, which was the highest and best bid therefor.

Now, therefore, in consideration of the premises and in consideration of the payment of the sum of Nine hundred, twenty one & 26/100 dollars, the amount bid at said sale by said Scott County Milling Company, the receipt of which is hereby acknowledged, and by virtue of the authority and power insaid mortgage contained, and under and by virtue of the power of sale in said mortgage contained, and as provided by law, the said P.D.Dooley, as such mortgagor, and the said Scott County Hilling Company, a corporation, as mortgagee, and L.H. Ellis, as Auctioneer or attorney in fact making said sale, do hereby grant, bargain, sell and convey unto Scott County Milling Company, a corporation, the hereinbefore described real estate, warranted free from all encumbrances and against all adverse claims.

TO HAVD AND TO HOLD to the said Scott County Milling Company, a corporation, its successors and assigns forever.

In witness whereof we have hereunto set our hands and scals on this the 16th day of May, 1932.

P.D.Dooley, By L.H.Ellis As his attorney in fact and Auctioneer making said sale.

Scott County Milling Company L.S. a corporation By L.H.Ellis As its attorney in fact and Auctioneer making said sale.

L.H.Ellis 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 towne, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, in such capacity, as attorney in fact or 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 mortgagor, said mortgagee and as attorney in fact or auctioneer making said sale. Given under my hand and seal of office this the 16th day of May, 1952. Seal/ Cage Head, Judge of Probate of Shelby

The State of Alabama, Shelby County)

I, Cage Head, Judge of Probate hereby certify that the within foreclosure deed was filed for record in this office May 17th 1932, at 4 o'clock PM and recorded in Deed Record 93 and page 366 and examined, May 18th 1952 BY CO. HOT

I hereby and that Cage Head, Judge of Probate.

County, Alabama.

S. S. S. Arivilade Lan has been paid on the within instrument of required by CAGE ESCAD.

JUDGE OF PRODUCE