STATE OF ALABAMA, SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That, whereas, on the 5th day of October, 1931, J.B.Bush, and wife, Bennie L. Bush, F.L.Cloniger and wife, Mattie L. Cloniger, executed to Pat J. Kroell a Mortgage to secure the indebtedness therein recited, and which mortgage is recorded in the Probate Office of Shelby County, Alabama, in mortgage book 162 at page 514, and in said mortgage there was conveyed the following described real estate, situated in Shelby County, Alabama, viz:

That certain real estate heretofore known as and called "The Walker Mill Property" and which is particularly described as follows, to-wit: Commencing at the Northwest corner of fractional section three (3), Township twenty four (24), North, Range twolve (12) East, running thence north 55 degrees 5 minutes E. and along the southeast line of Island Street to a point thereon which is ninety eight (98) feet southwest of Shelby Street measuring along said southeast line, and which point is the northernmost cerher of the said "Walker Mill Property", thence south 36 degrees 45 minutes E. 124.50 feet; thence south 55 degrees 45 minutes W. 49.60 feet; thence south 1 degree 15 minutes west 45.21 feet; thence south 28 degrees 30 minutes E. 150.30 feet; thence south 88 degrees 30 minutes E. 66.30 feet; thence south 26 degrees 30 minutes E 90.8 feet; thence south 21 degrees W 187 feet; thence south 1 degree 45 minutes W/ 1250 feet to the east bank of Mill Pond; thence south 4 degrees W 227 feet to high water mark on the west bank of said Mill Pond; thence with variations, following the high water mark of Shoal Greek to the point of beginning, the north west corner of said fractional section three (3). The intention hereof being to describe and convey the said "Walker Mill Property", and,

WHEREAS, the indebtedness secured by said mortgage is evidenced by three notes as follows:

Note #1 in the sum of \$200.00 due July 1, 1932,

Note #2 in the sum of \$300.00 due July 1,1933,

Note #3 in the sum of \$300.00 due July 1,1934,

WHEREAS, it is provided in said mortgage that if any of said notes should remain unpaid at maturity, the entire indebtedness secured thereby shall at once become due and payable, and the mortgage subject to foreclosure; and,

WHEREAS, the note due on the first day of July, 1932 for \$200.00 was not paid at maturity and still remains unpaid; and, WHEREAS, said Pat J. Kroell was on the 31st day of October, 1931, in the District Court of the United States for the Southern Division of the Northern District of Alabama adjudicated a bankrupt, and Harry Gordon was elected or selected as Trustee of said bankrupt's estaté, and is now acting as such; and,

is authorized and empowered on default in the payment of the indebtedness secured by said mortgage, or any one of said notes, tosell said property therein conveyad, at public outcry, at the front of the court house door of Shelby County, Alabama, at Columbiana, to the highest bidder, for cash, after giving thirty days notice by publication, once a week for three successive weeks, of the time, place and terms of said, in some newspaper published in Shelmy County, Alabama; and, WHEREAS, said Harry Gordon as Trustee in bankruptey and as trustee of said bankrupt's estate, has given previous notice of the time, terms, place and purpose of said sale by publication of a notice thereof once a week for three consecutive weeks in The Shelby County Reporter, a weekly newspaper published in Shelby County, Alabama, at Columbiana, and which publication was made in the hasties of said paper of August 11th,1932, August 18th,1932, and August 25,1932, and which notices, as aforesaid, gave notice of the time, place, terms and purpose of said sale; and, WHEREAS; E. L.H.

Ellis, as the duly authorized agent and attorney in fact of said Harry Gordon as Trustee, as aforesaid, did, on Monday, the 12th day of September, 1932, within the legal hours of sale,

pursuant to the power of sale contained in said mortgage and the advertisement of said sale aforesaid, offered for sale, at public outcry, to the highest bidder, for cash, at Columbiana, at the front steps of the Saurt House of Shelby County Alabama, the above and foregoing described real estate, to satisfy the indebtedness secured by said mortgage; and, WHEREAS, at said sale Harry Gordon as Trustee, as aforesaid, was the best and highest bidder for said property, bidding therefor the sum of Nine Hundred dollars, the said land was knocked off and sold to said Harry Gordon as Trustee, as aforesaid, as the purchaser at said sale.

NOW, THEREFORE, in consideration of the premises, and in consideration of the payment of said sum of nine hundred dollars, the amount bid at said sale, the receipt of which is hereby acknowledged, and by virtue of the authority of sale in said mortgage contained, the said J.B.Bush, Bernie L. Bush, E.L.Clowinger and Mattie L. Cloninger as such mortgagors, and Pat J. Kroell as Mortgages, and said Harry Gordon as Trustee, as aforesaid, by L.H.Ellis, as Attorney in Fact and Auctioneer making said sale, do hereby grant, bargain, sell and convey unto the said Harry Gordon, as Trustee of the estate of Pat. J. Kroell, bankrupt, the hereinbefore described real estate, warranted free from all encumbrances and against all adverse claims.

TO HAVE AND TO HOLD to the said Harry Gordon, as Trustee of Pat J. Kroell, bankrupt, his heirs and assigns forever.

Witness our hands and seals this the 12th day of September, 1932.

J.B.Bush, L.S.
By L.H.Ellis
As his attorney in fact
or auctioneer making said sale.

Bennie L. Bush L.S.

By L H Ellis,

As Marattorney in fact

or auctioneer making said sale.

E.L.Cloninger L.S.

By L.H.Ellis,

As his attorney in fact

or auctioneer making said sale.

Mattie L. Cloninger L.S.
By L.H. Ellis,
As her attorney in fact
or auxtioneer making said sale.

Pat J. Kroell

By L.H. Ellis,

As his attorney in fact

or Auctioneer making said sale.

Harry Gordon

As Trustee of the Estate of Pat
J. Kroell, banprupt,
By L.H. Ellis,
As his attorney in fact
or auctioneer making said sale.

L.H.Ellis L.S.
As Attorney in Fact or
Auctioneer making said sale.

STATE OF ALABAMA, SHELBY COUNTY)

I, Pauline Bird, a Notary Public in and for said County in said State, hereby certify that L.H. Ellis, whose name as Attorney in Fact and Auctioneer making said sake 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, said mortgagee, said Trustee in bankruptcy and as Attorney in Fact or Auctioneer making said sale.

Given under my hand and seal of office this the 20th day of September, 1932.

Pauline Bird, Notary Public.

STATE OF ALABAMA, SHELBY COUNTY?

Cage Head, Judge of Pro.

Concelled on this
instrument.

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CAGE FIEAD,

JUDGE OF PROBATE