FORECLOSURE DEED

STATE OF ALABAMA,)

KNOW ALL MEN BY THESE PRESENTS

SHELBY COUNTY

THAT WHEREAS, on the 21st day of May, A.D., 1917, W.P. Eason, a widower, executed to the Phoenix Mutual Life Insurance Company, a corporation created and existing under the laws of the State of Connecticut, a mortgage to secure the principal sum of Twenty-Five Hundred and no/100 (\$2500.00) Dollars, and recorded in the office of the Judge of Probate of Shelby County, Alabama in Book 120 of Mortgages, at page 587 through 592, with interest thereon as evidenced by promissory notes of said W.P. Fason as described in said mortgage, and did convey to the said Phoenix Mutual Life Insurance Company by said mortgage, the following described real estate lying and being situated in the County of Shelby and State of Alabama, to-wit:

All of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ ), except twelve (12) acres in the Northwest corner, being a tract Two Hundred Eighty (280) yards East and West and Two Hundred Seventeen and three-quarter (217 3/4)

yards North and South; also the Northwest Quarter of Northeast Quarter (NW of NE ); Southeast Quarter of Northwest Quarter (SE of NW ); East Half of Sputhwest Quarter (E) of SWA) and Northwest Quarter of Southwest Quarter (NWA of SWA) of Section Twenty-One (21), Township Twenty-one (21), Range one (1) East, containing Two Hundred Twenty-eight (228) acres, more or less, and being known as the "Browning Place" of said W.P. Eason, 'Also all of fraction "H" except Twenty (20) acres in the Northern part thereof heretofore sold to Phillips, and all of Fraction "G", both in Fractional Section Nineteen (19), Township Twenty-two (22), Range One (1) West. The above description being according to the official plat in the General Land Office, approved October 31st, 1832, which same land is designated by the official plat in said General Land Office approved August 10th, 1838 as all of Fraction "A" except Twenty (20) acres in the Northern part which was heretofore sold to Phillips, and all of Fraction "(B) ", both in Fractional Section Nineteen (19), Township Twenty-two (22), Range One (1) West, containing in all One Hundred Twenty-four (124) acres, more or less, the same being herein described according to the official plats and the above land being all in the original entry of James F. Underwood in Fractional Section Nineteen (19), except that heretofore sold to Phillips, and being known as the "Underwood Place" of said W.P. Eason.

AND WHEREAS, said mortgage provided that in the event the said W.P. Eason should fail to, pay the notes described in said mortgage or either of them at maturity, or shall fail to promptly pay all taxes on the above described property, or to promptly and fully comply with and perform each and every covenant, stipulation and agreement contained in said mortgage, then in any of said events, all of the indebtedness secured by said mortgage shall, at the option of the said Phoenix Mutual Life Insurance Company, its successors or assigns, only, be declared due and - payable and shall immediately become due and payable; whereupon the said Phoenix Mutual Life Insurance Company, its successors, assigns, agents or attorneys are authorized and empowered to sell the property conveyed by said mortgage at auction for cash, after giving thirty days! notice of the time, place and terms of the sale, together with a brief description of the property, by advertising the same in any newspaper published in Shelby County, Alabama, at least three times before the date od sale; (but the first insettion only, need be as long as thirty days before the date of sale.) And that any irregularity in giving notice of or in making said sale, shall not in any way affect the validity of the sale.

And at said sale, the said Phoenix Mutual Life Insurance Company, its successors or assigns, its or their agent of attorney or assignee, shall have the right to
purchase and ordadlof the property conveyed by said mortgage the same as if they
were strangers to said conveyance; and the auctioneer, or person making or crying the
sale, is authorized, empowered and directed to make and execute a deed to the purchaser,
or purchasers, his or their heirs or assigns, in the name of W.P.Eason, and to warrant
the title.

AND WHEREAS, under the terms of said mortgage, the said W.P. Eason agreed to pay all taxes and assessments, heneral or special, levied upon the real estate conveyed by said mortgage, before the same became delinquent and agreed that should they fail

to pay said taxes and assessments on the property as therein stipulated, the said mortgagee, its successors or assigns may pay the same, and without notice declare the whole indebtedness secured by said mortgage due and payable, and proceed to foreclose the same at once; and that all taxes and assessments so paid by said mortgagee, its successors or assigns, shall constitute a part of the indebtedness secured by said mortgage and shall bear interest from date of payment at the rate of eight percent (8%) per annum until paid.

AND WHEREAS, after the execution of said mortgage, the said W.P.Bason did fail to pay the principal note due on, to-wit: April 1st, A.D., 1927, described in said mortgage, and did fail to pay the interest secured by said mortgage, and default having been made in the terms and payment of the indebtedness secured by said mortgage, and the said W.P.Eason did fail to pay the State and County taxes which were assessed against said property for the year 1931 and allowed the same to become delinquent and the same were paid by the said Phoenix Mutual Life Insurance Company, on-towit: October 13th, A.D., 1932,

AND WHEREAS, said W.P. Eason did fail to keep and perform each and every covenants stipulation and agreement contained in said mortgage and default having been made in the terms of said mortgage and in payment of the indebtedness secured by said mortgage, and the said Phoenix Mutual Life Insurance Company under the terms of said mortgage did declare the whole of the indebtedness secured by said mortgage due and payable, and did advertise the property hereinabove described and comveyed by said mortgage, subject to a one hundred (100) foot right of way of the Alabama Power Company for a transmission line across the Northwest quarter of the Southwest Quarter (NW of SW ) Section Twenty-One (21), Township Twenty-one (21) South, Range One (1) East, for sale at public auction at the Court House in the Town of Columbiana, Shelby County, Alabama, to the highest bidder for cash, within the legal hours of sale, by proper publication in The Shelby County Reporter, a newspaper published in Shelby County, Alabama; which notice appeared on the following datesm to-wit: October 20th, November 3rd, and November 17th, A.D., 1932 and in strict accordance with the terms of said mortgage, and after said publication, said sale did take place on the 22nd day of November, A.D., 1932 at the time and place specified in said advertisement, and in accordance with the terms thereof, said property was first offered for sale in separate parcels, it being stated at said sale that said property would be first offered for sale in separate parcels and when enough was bid to pay the indebtedness secured by said mortgage in full, said sale would be discontinued, but if enough was not bid to pay the indebtedness secured by said mortgage, in full, the property would then be offered for sale as a whole or en masse. No bids being received for said property in separate parcels as offered, the auctioneer then asked if any person wished said property to be offered for sale in any other or different parcels. After waiting a reasonable time and receiving no reply, the auctioneer then offered the property for sale as a whole or en masse, and at said sale, said Phoenix Mutual Life Insurance Company, being the highest and best bidder, did become the purchaser of said property at and for the sum of Twelve Hundred Fifty & no/100 -- Dollars, said sum being the highest, best and last bid for said property.

AND WHEREAS, W.P.King, was the auctioneer or person making or crying the said sale.

NOW THEREFORE, I, the said W.P.Eason, by W.P.King, the auctioneer or person making or crying the sale, and, W.P.King, the auctioneer or person making or crying the sale, in consideration of the sum of Twelve Hundred Fifty & no/100-- Dollars, cash in hand paid by the said Phoenix Mutual Life Insurance Company, the receipt whereof is hereby acknowledged, and in accordance withthe terms and provisions of said mortgage, do hereby grant, bargain, sell and convey to the said Phoenix Mutual Life Insurance Company, all of the property embraced in and conveyed by said mortgage and hereinabove described, subject to said right

of way.

TO HAVE AND TO HOLD the aforegranted premises together with all improvements and appurtenances thereunto belonging to the said Phoenix Mutual Life Insurance Company, its successors or assigns, FOREVER.

IN TESTIMONY WHEREOF, the said W.P. Eason, by W.P. King, the auctioneer or person making or crying the said sale, and W.P. King, the auctioneer or person making or crying the sale, have hereunto set their hands and seals, this the 22 day of November, A.D. 1932.

ATTEST:

W.P. Eason

& L.H.Ellis

By W.P. King
As thetauctioneer-or-personimaking
or crying the sale.

Jack Worington

W.P.King
As the auctioneer or person
making or crying the sale.

STATE OF ALABAMA )
Shelby County

I, L.H.Ellis, a Notary Public in and for said County in said State, hereby certify that W.P.King, whose name as auctioneer or person making or crying the sale mentioned in the foregoing conveyance, 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 auctioneer or person making or crying the sale, executed the same voluntarily in the name of W.P.Eason, by him as such auctioneer or person making, or crying the sale, and also as such auctioneer or person making or crying the sale, on the day the same bears date.

Given under my hand and official seal, this 22nd day of November, A.D., 1932.

Sol Sol

L.H.Ellis, Notary Public, Shelby County, Ala.

My commission expires: Jan 15-1935

STATE OF ADABAMA SHELBY COUNTY)

I, Cage Head, Judge of Probate, hereby certify that the within instrument was filed in this office for record November 22nd 1932 and recorded in deed record 95 and page 47 and examined, November 25th 1932.

Cage Head, Judge of Probate.

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