STATE OF ALABAMA,

KNOW ALL MEN BY THESE PRESENTS, that, whereas, on the 24th day of October, 1930, J.R. Westbrook and wife, Eula B. Westbrook, executed to Minnie F. Houlditch a certain mortgage to secure and indebtedness therein mentioned, which said mortgage is recorded in the Probate office of Shelby County, Alabama, in Mortgage Book 160 at page 546; and,

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

A certain tract or parcel of land known as and called the Chestnut place, adjoining the Town of Montevallo, located mainly in the Na of the NW of Section 21, and a small part extending into the NE of the NE of Section 20, in Township 22, South Range 3 West, and which tract is particularly described as follows: Beginning at a point on the west side of King Street, 281 feet east of the SW corner of the NEZ of the NWZ of said Section 21, from said point of beginning run west, along the south line of said Na of the NW% of Section 20, a distance of 1691 feet, more or less, to the cnnter of a wet weather branch, which forms the west boundary of the tract hereby convoyed, and runs a general southwest course from Montevallo, and Elyton public road to the Montovallo and Tuscaloosa road; thence northeasterly, following the meanderings of the center line of said branch as follows: N 29 degrees, 542 feet, thence N 41 degrees: E 85 feet, thence N 43 degrees and 30 minutes E 150 feet, thence North 58 dggrees E 175 feet, to a point on the South line of what is known as the Robert Merryweather Place, thence south 73 degrees east along the line of said Robert Merryweather tract 600 fect, thence north 78 degrees E 80 feet, thence east 837.3 feet to the west line of Kings Highway, thence southwest along the said Kings Highway 533 feet and thence a straight line to the point of beginning; and,

WHEREAS, said indebtedness secured by said mortgage is past due and unpaid, and default has been made in the payment thereof; and,

is authorized and empowered, on said default, as aforesaid, to sell said property therein conveyed at public outcry, at the front of the Court House door of shelby County, Alabama, at Columbiana, to the highest bidder, for cash, after first having advertised said sale by publication once a week for three consecutive weeks in a newspaper published in Shelby County, Alabama; and,

Whereas, said mortgagee has given thirty days' notice, by publication once a week for three consecutive weeks, of the time, terms, place and purpose of said sale by publication in The Shelby County Reporter, a weekly newspaper published in Shelby County, Alabama; and,

Whereas, I, L.H.Ellis, as the duly authorized agent and attorney in fact of the said Minnie E. Houlditch, did, on Monday, the 27th day of February, 1933, within the legal hours of sale, pursuant to the power of sale contained in said mortgage and the advertisement of said mortgage sale, as aforesaid, offer for sale, at public outcry, to the highest bidder, for cash, at Columbiana, Alabama, at the front of the Court House Door of Shelby County, Alabama, the above and foregoing described real estate, to satisfy the indebtedness secured by said mortgage; and

Whereas, at said sale Minnie F. Houlditch was the best and highest bidder, for said land, bidding therefor the sum of three thousand, three hundred and sixty & 56/100- dollars, the said property was knocked off and sold to the said Minnie F. Houlditch as the purchaser at said sale.

NOW, THEREFORE, in consideration of the premises, and in consideration of the payment of the sum of three thousand, three hundred, sixty & 56/100 Dollars, the amount bid at said sale by the said Minnie F. Houlditch, the receipt of which is hereby acknowledged, and by virtue of the authority and power of sale in said mortgage contained, the said J.R.Westbrook and wife, Eula B. Westbrook as such mortgagors, and Minnie F. Houlditch,

as such mortgagee, by said L.H. Ellis, as Attorney in Fact, and Auctioneer making said sale, do hereby grant, bargain, sell and convey unto the said Minnie F. Houlditch, the herein-before described real estate, warranted free from all encumbrances, and against all adverse claims.

TO HAVE AND TO HOLD TO THE SAID Minnie F. Houlditch, her heirs and assigns

forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 27th day of February, 1933.

J.R.Westbrook Seal

By L.H.Ellis,

As His Attorney in Fact and Auctioneer making said sale.

Eula B. Westbrook Seal
By L.H. Ellis,
As Her Attorney in Fact and Auctioneer
making said sale.

Minnie F. Houlditch Seal By L.H. Ellis, As Her Attorney in Fact and Auctioneer making said sale.

L.H.Ellis Scal
As Attorney in Fact and
Auctioneer making said sale.

STATE OF ALABAMA, SHELBY COUNTY)

Feace in and for Reat One Shelby Sounty, Alabama, hereby certify that L.H.Ellis, whose name as attorney in fact and auctioneer making said sale, is signed to the foregoing convoyance, 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 mortgagers, and as said auctioneer making said sale and as Attorney in Fact.

Given under my hand this the 27th day of February, 1933.

J.M. Leonard, Jr.,

Notary Public and Ex Officio Jugtice of the Peace.

STATE OF ALABAMA, SHELBY COUNTY) I, Cage Haad, Judge of Probate, hereby certify that the within foreclosure deed was filed for record in this office March 1st, 1933 at 9.30 o'clock AM and recorded in deed record 95 and page 239 and examined, March 1st, 1933.

Cage Head, Judge of Probate. STATE OF ALABAMA

TATE OF ALABAMA 'SERELBY COUNTY '

has been paid on the within matrument as required by law.

CAGE IFRAD,
JUDGE OF PROBATE