

STATE OF ALABAMA
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That, whereas on the 4th day of February, 1932, C.O. Waltz and wife, Adelene Waltz, executed a mortgage to J.F. Baker, 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 470; and,

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

Five acres off of the west side of the north half of the southeast quarter of the south west quarter of Section 24, Township 21, Range 1 West:

Also, one acre in the south west quarter of the southwest quarter of Section 24, Township 21, Range 1 West, described as follows: Beginning at a point on the east side of said forty acres 260 yards south of the north east corner thereof and on the north side of Sterrett Street, thence running north 209 feet, thence west 209 feet, thence 209 feet to Sterrett Street, thence east 209 feet to the point of beginning.

Also, a lot or parcel of land in the south east quarter of the southwest quarter of Section 24, Township 21, Range 1 West described as follows: Beginning 15 feet east of the North west corner of the south half of the south east quarter of the south west quarter of said Section 24, and running south and parallel with the west line of said forty acres 108 yards thence east 90 yards, thence north 108 yards, thence west 90 yards to the point of beginning, containing two acres, more or less.

All of said land being known as the G.A. Conville Place in the town of Columbiana, Alabama, and being the same lands described in deed from W.D. Raley to J.W. Bullard as recorded in deed record 79 at page 393.

Also, a triangular piece of land in the south west corner of the north east quarter of south west quarter of Section 24, Township 21, Range 1 West, described as follows: Beginning at the south west corner of said forty acres and running east 340 feet, thence north west 470 feet to a point on the west line of said forty acres, thence south 335 feet to the point of beginning, containing $1\frac{1}{2}$ acres more or less, being in the Town of Columbiana, Alabama, and being the same tract of land described in deed recorded in Book 81 page 506; and,

Whereas, said J.F. Baker transferred and assigned said mortgage, together with the indebtedness evidenced and secured thereby to F. B. Williams, by transfer which is recorded in the Probate Office of Shelby County, Alabama, in deed book 98 at page 193; and,

Whereas, said mortgage was executed to secure an indebtedness of six hundred and ninety dollars, evidenced by forty six promissory notes each for \$15.00, and the first one was due on March 6, 1932, and one on the 6th day of each succeeding month up to and including December 6th, 1935; and,

Whereas, it is provided in said mortgage that in the event two of said notes should become due and unpaid, then the mortgagee had the right to declare all of said notes and the whole of said debt due and said mortgage subject to foreclosure under the power of foreclosure and sale contained therein. Two of said notes, due respectively, on November 7, 1933, and December 6, 1933, remained unpaid at maturity, and both of said notes were unpaid on December 6, 1935, and said two notes and all other notes have remained unpaid to the present time. When said two notes above referred to fell due and were unpaid on and subsequent to the 6th day of December, 1933, the mortgagee declared all of said notes due and payable and all of said indebtedness due and payable and the mortgage subject to foreclosure; and,

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

Whereas, it is provided in said mortgage that said mortgagee or his transferee or assignee, is authorized and empowered on said default, as aforesaid, to sell said property therein conveyed at public outcry, at Columbiana, Alabama, to the highest bidder, for cash, after first having advertised said sale by posting notice thereof at three public places in said County for twenty days prior to said sale; and,

Whereas, said F.B. Williams, as transferee of assignee of said mortgage, has given notice of the time, terms, place and purpose of said sale by posting notice at three public places in said County for twenty days prior to the date of sale and prior to this date, in which notice is given that said sale will be had at the front steps of the Court House of Shelby County, Alabama, at Columbiana, Ala., and,

Whereas, I, L.H. Ellis, as the duly authorized agent and attorney in fact of the said F.B. Williams, as transferee of said mortgage, did, on Saturday, the 16th day of March, 1935 within the legal hour 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 steps of the Court House of Shelby County, the above and foregoing described real estate, to satisfy the indebtedness secured by said mortgage; and,

Whereas, at such sale Gertrude Williams was the best and highest bidder, for said land, bidding therefor the sum of Four Hundred, seventy seven & 28/100 dollars, the said land was knocked off and sold to the said Gertrude Williams, as the purchaser at said sale.

Now, therefore, in consideration of the premises and in consideration of the payment of the sum of four hundred, seventy seven & 28/100--dollars, the amount bid at said sale, by the said Gertrude Williams, the receipt of which is hereby acknowledged, and by virtue of the authority and power of sale in said mortgage contained, the said C.O. Waltz and wife, Adelene Waltz, as such mortgagor, J.F. Baker as such mortgagee, and F.B. Williams as transferee of said mortgage, by said L.H. Ellis, as attorney in fact and Auctioneer making said sale, do hereby grant, bargain, sell and convey unto the said Gertrude Williams the hereinbefore described real estate, warranted free from all encumbrances and against all adverse claims.

To Have and To Hold to the said Gertrude Williams, her heirs and assigns, forever.

In witness whereof, we have hereunto set our hands and seals on this the 16th day of March, 1935

C.O. Waltz L.S.
By L.H. Ellis, As his attorney in fact
and Auctioneer making said sale.

Adelene Waltz L.S.
By L.H. Ellis, as her attorney in
fact and auctioneer making said sale.

J.F. Baker L.S.
By L.H. Ellis, As his attorney in
fact and auctioneer making said sale

F. B. Williams L.S.
 As transferee of said mortgage
 By L H Ellis, as his attorney in fact l.s.
 and auctioneer making said sale.

L H Ellis, L.S.
 As attorney in fact and auctioneer making sale sale.

State of Alabama,
 Shelby County)

I, Grace Carter, 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 sale, 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, and said transferee of said mortgage, and as Attorney in Fact and Auctioneer making said sale.

Given under my hand and seal of office this the 16th day of March, 1935
 Grace Carter, Notary Public.

(Notary Seal)

Filed for record in this office March 30th 1935 at 2 PM and recorded in
 Deed record 98, page 282 and examined

L C Walker, Judge of Probate

STATE OF ALABAMA
 SHELBY COUNTY
 I hereby certify that
 \$ 105 State Tax
 has been paid on the within
 instrument as required by
 law.
 L. C. WALKER,
 JUDGE OF PROBATE