State of Alabama, Shelby County)

KNOW ALL MEN BY THESE PRESENTS that whereas Allen J. Smitherman and wife, Mamie Smitherman, executed and delivered to Fannie Urosby and G. H. Grosby on the 14th day of February 1927 a mortgage conveying the hereinafter described real estate to secure a debt of Two Thousand Dollars (\$2000.00) with interest thereon. Said indebtedness being evidenced by eighty (80) notes of Twenty five (\$25.00) each, with interest at 8% from February 14th, 1927 until paid. One of said notes being payable on the first day of each month beginning with March 1, 1927. Which said mortgage is recorded in the office of the Judge of Probate in and for Shelby County, Alabama, in mortgage book 149 atvpage 493; and,

WHEREAS said mortgage provides that should said notes, or any of them, not be paid at maturity that said mortgagees, their assigns, agents or attorneys, are authorized and empowered to sell the real estate thereby conveyed at auction for cash at or near the front steps or entrance to the court House of said County; after having first given notice thereof, for four weeks, either by publication once a week in any paper then published in the County, or by posting in three public places in said County. And out of the proceeds of said sale, pay all expenses incident to it; a reasonable attorney's fee; then said indebtedness and the balance; if any, to be paid to mortgagors. Said mortgage further provides that in event of such sale mortgagees, their assigns, agents or attorney are authorized and empowered to purchase said real estate and that the person crying the sale, under authority of Hortgagee, is authorized and empowered and directed to execute warranty deed to the purchasers in the name of the mortgagors, and

WHEREAS, default has been made in the payment of sixty one (61) of said notes, being the note due on October, 1 1928 and the note due on the first day of each month thereafter, to and including note due on October 1, 1933, mortgagees raused notice to be posted at three public places in Shelby County, Alabama for four weeks prior to January 27, 1936, giving notice that the land conveyed by said mortgage would be sold at public outcry for cash to the highest bidder in front of the Court House door in Columbiana, Shelby County, Alabama, within the legal hours of sale on Monday, January 27, 1936, and

WHEREAS, said mortgagees have employed S. A. Lokey as their attorney, agent and auctioneer to foreclose said mortgage and he did proceed at said time and place as posted in said notices and according to terms of said mortgage to sell said proeperty at public outcry to the highest bidder for cash. And at the said sale, Fannie Crosby and G. H. Crosby, by their said agent, became the purchasers of said property, being the highest bidders for cash for and at the sum of One Hundred Bollars, (\$100.00)

NOW THEREFORE for and in consideration of the premises and the further consideration of One Hundred Dollars (\$100.00) mash inhand paid by the said Fannie Crosby and G. H. Crosby, receipt of which is hereby acknowledged, and pursuant to the terms and powers of said mortgage, I, S. A. Lokey, Auctioneer as such and for and on be-halfmof the said Allen J. Smitherman and Mamie Smitherman, Mortgagors, and the said Fannie Crosby and E. H. Crosby, Mortgagees, have granted, bargained and sold and do by these presents; grant, bargain, sell and convey unto the said Fannie Crosby and G. H. Crosby, their heirs and assigns, the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Lots #1, and 2 in Block 2, according to the survey and map of an allotment made by T. O. Sparks, County Surveyor, for Geo. A. Nabors, of land in the SE of NE of NE of NE of NE of SE and NE of SE of SE of NE of SE of Range 12 E., said map being dated Dec. 22, 1908 and which is recorded in the office of the Probate Judge of Shelby County, Ala., and said lots hereby conveyed being the same lots that were deeded by Earlie Crosby and G.H.Crosby to said Allen J.Smitherman, Situated, lying and being in Shelby County, Ala.,

TO HAVE AND TO HOLD unto the said Fannie Crosby and G. H. Crosby, their heirs and assigns, with all **rights**, claims and appertenances thereunto belonging as fully as the same can be conveyed under the powers of said mortgage including warranty of title as authorized by said mortgage.

IN WITNESS WHEREOF the undersigned have executed this deed on this the 27th day of January, 1936.

(SEAL) S. A. Lokey Auctioneer (SEAL) Allen J. Smitherman Mortgagor By S. A. Lokey, Auctioneer Mamie Smitherman (SEAL) Mortgagor By, S. A. Lokey, Auctioneer Fannie Crosby (SEAL) Mortgagee By S. A. Lokey, Auctioneer (SEAL) G. H. Crosby By S. A. Lokey, Auctioneer

State of Alabama, Shelby County)

I, L C Walker, Judge of Probate in and for said County and State hereby certify that S. A. Lokey, whose name as Auctioneer is signed to the foregoing conveyance, and who is knownto me acknowledged before me on this day that, being informed of the contents of the conveyance, he in his capacity as Auctioneer and as Auctioneer for Allen J. Smitherman and wife, Mamie Smitherman, Mortgagors, and as Auctioneer for Fannie Crosby and G. H. Crosby, Mortgagees, executed said conveyance voluntarily on the day the same bears date.

Given under my hand and seal, this the 27th day of January, 1936.

L. C. Walker, Judge of Probate.

Filed for record in this office February 17th 1936 at 1 PM and recorded in deed record 99, page 227 and 228 and examined. L C Walker, Judge of Probate.

No tax due