State of Alabama, Shelby County)

KNOW ALL MEN BY THESE PRESENTS: That whereas, Georgia E. Wyatt and husband, J. N. Wyatt, did execute and deliver to Dodge-Williams Realty Company on November 21, 1928, a mortgage conveying the hereinafter described land to secure the payment of the debt of four hundred & no/100--dollars (\$400.00), evidenced by one promissory note dated November 21, 1928 and due and payable on or before 18 months after date with interest at 8% payable annually, which said mort gage is recorded in the office of the Judge of Probate in and for Shelby County, Alabama, in mort gage book 150 at page 401 and,

Whereas, the said Dodge-Williams Realty Company on January 11, 1929, transferred said mortgage and the debt secured thereby to Miss Mamie F. Powers by an instrument in writing which said instrument is recorded in the office of the Judge of Probate for Shelby County, Alabama, in deed book 99, at page 276, and,

Whereas, the said Miss Mamie F. Powers did on March 25th, 1936, transfer said mortgage and debt secured thereby to J. H. Denham by an instrument in writing, recorded in said Probate Office in deed book 99 at page 280 and also by written transfer on the margin of said mortgage, and,

Whereas, said mort gage provides that should default be made in the payment of said note or any part thereof or any interest thereon remaining unpaid at maturity said mortgage should be subject to foreclosure as now provided by law in case of past due mortgages and the said mortgages, their agents or assigns are authorized to take possession of the premises conveyed by said mortgage and after giving twenty one days notice by publication once a week for three consecutive weeks of the time, place and terms of sale by publication in some newspaper published in Jefferson County the State of Alabama, to sell the same as a whole or in parcel in front of the Court House door of said last named County at public outcry to the highest bidder for cash and apply the proceeds of said sale, first to the expense of advertising, selling and conveying, including a reasonable attorneys fee and second, to the payment of any amount that may have been expended or that may be necessary to expend in paying insurance, taxes, assessments or other encumbrances with interest thereon and third, to the payment of said note in full whether the same shall or shall not have fully matured at the date of said sale and fourth, the balance if any, to be turned over to the said mortgagors and,

Whereas, the said mort gage further provides that said mort gage es, their agents or assigns may bid at said sale and purchase said property if the highest bidder therefor, and

Whereas, default was made in the payment of the debt secured by said mortgage and the said J: H. Denham has taken possession of the premises conveyed by said mortgage and after giving twenty -one days notice by publication once a week for three consecutive weeks of the time, place and terms of sale in the Shelby County Democrat, a new spaper published in Shelby County, Alabama, in the issue of June 11,(1936) 18, and 25, 1936, giving notice that the land conveyed by said mortgage would be sold at public outcry to the highest bidder for cash in front of the Court House door at Columbiana in Shelby County, Alabama, within the legal hours of sale on July 3rd, 1936, and,

Whereas, said sale was had by the undersigned auctioneer at the said time and place as published in said notice, and according to the terms of said mortgage. And, at said sale, H. H. Denham became the purchaser, being the highest bidder for cash, for the sum of Fifty and no/100 (\$50.00) Dollars,

Now, therefore, for and in consideration of the premises and the further consideration of the sum of Fifty Pollars (\$50.00), cash in hand paid by the said J. H. Denham, 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 behalf of the said Georgia E. Wyatt and the said J. N. Wyatt, mortgagers, and the said J. H. Denham, transferee of said mortgage, have granted, bargained and sold; and do by these presents grant, bargain, sell and convey unto the said J. H. Denham, his heirs and assigns, the following described real estate situated in Shelby County, Alabama, to-wit:

Five acres situated in the SW2 of Section 22, Township 20, Range 3 West, and more particularly described as follows: A three acre tract of land known as the "Mrs.Mary L. Thompson Place" commencing at the conglomerate boulder near the large oak stump, thence due south to a cedar stake at corner of the Potato Patch, thence easterly veering a little northward to a cedar stake on the top of old Harmony Church Ridge, thence northerly along the top of the ridge to a rock and stump, thence easterly to the rock corner of the settlement road, thence along said wagon road to the conglomerate boulder at the point of commencing to the corner or less, together with two acres lying west of said tract. Situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, unto the said J. H. Denham, his heirs and assigns, with all tights, claims and appurtenances thereunto be longing, as fully as the same can be conveyed under the power of said mortgage.

In Witness Whereof, I have hereunto set my hand and seal, this the 3rd day of July, 1936.

S. A. Lokey. Auctioneer

(SEAL)

Georgia E. Wyatt

(SEAL)

Mortgagor

By S. A. Lokey

Auctioneer

J. N. Wyatt

(SEAL)

Mortgagor

By S. A. Lokey

J. H. Denham

Auctioneer

(SEAL)

Transferee of Mortgage

By S. A. Lokey,

Auctioneer

State of Alabama, Shelby County)

I, L. C. Walker, Judge of Probate in and for said County, in said State, hereby certify that S. A. Lokey, whose name as Auctioneer, 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 Auctioneer, and as Auctioneer for Georgia E. Wyatt, and J. N. Wyatt, mortgagors and as Auctioneer for J. H. Denham, Transferee, executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 3rd day of July, 1936

L. C. Walker, Judge of Probate.

Filed for record in this office July 27th 1936 at 3 PM and recorded in deed record 10d, page 176 and examined L. C. Walker, Judge of Probate.