Stateof Alabama \( \)
County of Shelby \( \)

KNOW ALL MEN BY THESE PRESENTS: that, whereas, on the 18th day of March, 1936, W. D. Ozley; L. C. Ozley: and C. C Ozley, executed to Home Owners' Loan Corporation, of Washington, D. C., a United States Corporation, a certain mortgage to secure an indebtedness therein mentioned, which said mortgage is recorded in the Probate Office of Shelby County, Alabama, in Mortgage Wook 170 at page 579; and,

Whereas, in said mortgage there was conveyed the following property, viz:

Beginning at a point 14 chains south of the Northwest corner of the Horthwest quarter of
Northeast quarter (NW± of NE½) of Section 16, Township 22, Range 2 West, and run south 6.3 chains to the Southwest corner of said forty acres; thence south 3 chains to a point; thence east 6.50 chains to the Calera and Birmingham Public road; thence north along said road

5.20 chains to the right-of-way of the L. &. N R.R., thence northerly along said right-of-way 4 chains, thence west 7 chains to the point of beginning, and containing 8.50 agres and being in the Northwest quarter of Northeast quarter (NW½ of NE½) and in the Southwest quarter of Northeast quarter (SW½ of NE½) of Section 16, Township 22, Range 2 West, in Shelby County, Alabama.

Whereas, the said mortgage and the indebtedness secured therein, has been heretofore transferred and assigned by the said Home Owners' Loan Corporation, a corporation, to L. C. Ozley; and,

Whereas, it is provided in said mortgage that in default in the payment of said indebtedness the said Home Owners' Loan Copporation, the mortgagee, its successors, or assigns are authorized and empowered so sell said property at public outcry, to the highest bidder, for cash. in front of the south house door of Shelby County, Alabama, in the City of Columbiana, after having given twenty one days' notice of the time, place and terms of said sale by publication once a week for three consecutive weeks in some newspaper published in the County wherein said property is located, and,

Whereas, notice has been given of said sale for more then twenty one days prior to the 18th day of August 1938, the date of this sale, by publication in The Shelby County Reporter, a newspaper published in Shelby County, Alabama, for three consecutive weeks, to-wit, in the issues thereof dates as follows: July 7, 1938; July 14, 1938; and July 21, 1938; and said notices gave notice of the time, place, terms, and purpose of said sale, and a description of the property to be sold; and,

Whereas, default has been made in the payment of the indebtedness secured by said mortgage and said indebtedness continuing unpaid to the date of this sale; and,

Whereas, in strict compliance with the power of sale contained in said mortgage, as aforesaid, the property therein described was offered for sale to the highest bidder, for cash, within the legal hours of sale, on this the 18th day of August, 1938, at the front door of the Court House of Shelby County, Alabama, at Columbiana, as provided for in said mortgage, and at said sale said property was bid in, and bought by L. C. Ozley for the sum of Eight Hundred dollars, which was the highest and best bid therefor; and,

Whereas, William Allen Oates, was selected by the assignee of the mortgagee as the auctioneer or attorney in fact to conduct and hold said sale, and sell said property:

Now, Therefore, in consideration of the premises and in consideration of the payment of the sum of Eight Hundred dollars, the amount bid at said sale, by said L. C. Ozley, the receipt of which is hereby acknowledged, and by virtue of the authority and power in said mortgage contained and under and by virtue of the power of sale in said mortgage contained, the said W. D. Ozley, L. C. Ozley, and C. C. Ozley, as such mortgagors, and L. Ozley, as such assignee of said mortgagee, and as the assignee and owner of the said mortgage, by William Allen Cates, as attorney in Fact and Auctioneer making said sale, do hereby grant, bargain, sell, and convey unto the said L. C. Ozley the hereinbefore described real estate, warranted free from all encumbrances and against all adverse claims;

TO HAVE AND TO HOLD to the said L. C. Ozley, his heirs and assigns, forever.

In witness whereof, we have hereunto set our hands and seals on this the 18th day of august, 1938.

W. D. Ozley

By William Allen Cates

As his attorney in fact and Auctioneer making said sale.

L. C. Ozley

By William Allen Cates
as his attorney in fact and auctioneer

making said sale.

C.C. Ozley

T.S.

By William Allen Cates as his attorney in fact and auctioneer making said sale.

L. C. Ozley

L.S.

By William Allen Oates as his attorney in fact and auctioneer making said sale.

William Allen Cates

L.S.

as attorney in fact and auctioneer making said sale.

State of Alabama, County of Shelby

I, L C Walker, Judge of Probate, in and for said County, in said State, hereby certify that William allen Oates, 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 this 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 the mort gagors,

and said assignee of the said mortgagee, and the said assignee and owner of the said mortgage.

Given under my hand and seal of office this the 18th day of August, 1938.

L. C. Walker, Judge of Probate

Filed for record in this office August 19 1938 at 10 AM and recorded in deed record 105, page 169 and 170 and examined. L. C. Walker, Judge of Probate.