

State of Alabama  
Shelby County }

KNOW ALL MEN BY THESE PRESENTS: That whereas on or about to-wit: the 8th. day of March, 1924, H.K.Lewis and wife Daisy O.Lewis, executed Lillie A.Wheatley a mortgage to secure an indebtedness for Twenty eight hundred and twenty two dollars and seventy-seven cents (\$2822.77), evidenced by thirteen (13) promissory notes, due from said H.K.Lewis and wife Daisy O.Lewis to said Lillie A. Wheatley, whoch notes are as follows:

One note for \$115.80 due Aptil the 10th 1924;  
One note for 115.23 due May the 10th, 1924;  
One note for 64.56 due June the 10th 1924;  
One note for 64.23 due July the 10th, 1924;  
One note for 63.90 due August the 10th, 1924;  
One note for 63.57 due September 10th, 1924;  
One note for 63.24 due October the 10th, 1924;  
One note for 62.91 due November the 10th 1924;  
One note for 62.58 due December the 10th 1924;  
One note for \$62.25 due January the 10th 1925;  
One note for \$742.80 due January 10th 1926;  
One note for 694.80 due January 10th 1927;  
One note for 646.80 due January the 10th 1928; and

Whereas in said mortgage there was conveyed the following real estate situated in Shelby County, Alabama, to-wit:

The south half of the southwest fourth of the northeast fourth, and the northwest fourth of the south east fourth of Section 4, Township 24, Range 13 East, and

Whereas said mortgage was duly recorded in the Probate Office of Shelby County, Alabama, in Mortgage book 136 at page 270; and

Whereas it is provided in said mortgage that the failure to pay any of the notes secured therein at maturity renders all of them due and payable at the option of the mortgagee; and

Whereas said note due October the 10th, 1924, was not paid at maturity and still remains unpaid; and Whereas the mortgagee therein named has elected and does elect to consider due and payable all of the indebtedness secured by said mortgage for and on account of said default, as aforesaid; and

Whereas it is provided in said mortgage that said mortgagee is authorized and empowered on said default, as aforesaid, to sell said property conveyed therein to the highest bidder for cash, at public outcry at Columbiana, Alabama, after having advertised said sale in some newspaper published in said County by two weekly insertions; and Whereas the said Lillie A Wheatley had advertised said sale by publication of a notice thereof in the Shelby County Reporter, a weekly newspaper published at Columbiana, Alabama, by two weekly insertions therein and in which notices the time, terms, place and purposes of said sale are set out; and

Whereas, I, L. H. Ellis, as the fuly authorized agent and Attorney in Fact of the said Lillie A Wheatley, did, on November the 8th. 1924, 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 steps of the Courthouse of Shelby County, Alabama, the above and foregoing real estate to satisfy the indebtedness secured by said mortgage; and Whereas at such sale Lillie A Wheatley was the best and highest bidder therefor the sum of Twenty one hundred and seventy dollars and tewnty eight cents (\$2170.28) the said land was knocked off and sold to the said Lillie A Wheatley, as the purchase at such sale

Therefore, we, H.K.Lewis and wife Daisy O. Lewis by L. H. Ellis, as our duly authorized agent and Attorney in Fact in said mortgage, inconsideration of the payment of the said Twenty one hundred and seventy dollars and twenty eight cents (\$2170.28), the amount bid for said land by the said Lillie A. Wheatley, the receipt of which is hereby acknowledged, do hereby graht, bargain, sell and convey unto the said Lillie A. Wheatley all of the foregoing described real estate.

TO HAVE AND TO HOLD to the said Lillie A. Wheatley, her heirs, asssign forever, and we covenant with the said Lillie A. Wheatley that we are lawfully seized in fee simple of said premises and that we have a good right to convey the same, and that we will forever warrant and defend the said title of the same to the said Lillie A. Wheatley, her heirs and assigns.

Witness our hands and seal this the 8th. day of November, 1924.

H.K.Lewis  
By L.H.Ellis,  
His Attorney in Fact

Daisy O.Lewis  
By L.H.Ellis,  
Her Attorney in Fact.

State of Alabama,  
Shelby County

I, J M Leenard Jr., a Notary Public and Ex Officio Justice of the Peace, in and for said County in said State, do hereby certify that L. H. Ellis, whose name 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 foregoing conveyance, he executed the same voluntarily on the day the same

bears date in the name of and in behalf of the said grantors therein named and as their agent and attorney in Fact.

Witness my hand and dated this the 11 day of November, 1924.

J.M. Leonard Jr.,  
Notary Public and Ex-Officio  
Justice of the Peace.

Filed for record in this office May 15th 1939 at 4:PM and  
recorded in deed record 106, page 551 and 552 and examined L. C. Walker, Judge of Probate.

