STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that, whereas, on the 3rd day of November, 1938, Clarence M. Robinson and wife, Lucille Robinson, executed to T. B. Russell a certain mortgage which is recorded in the Probate Office of Shelby County, Alabama, in Mortgage book 179 at page 5, to secure an indebtedness of twelve hundred dollars, evidenced by twelve promissory notes of even date with said mortgage, and which notes were payable as follows:

One note on the first day of October, 1939, and one note on the first day of October of each succeeding year up to and including October the first, 1950, and which notes bear interest at six per cent; and

Whereas, said mortgage has been transferred and assigned by said T. B. Russell to Mrs. Charlotte Huston, by transfer and assignment dated December 15, 1939, which said transfer is recorded in the Probate Office of Shelby County, Alabama, in deed book 107 at page 324; and,

Whereas, it is provided in said mortgage that if any of said notes shall not be paid at maturity, or the failure to pay any one of said notes at maturity, will render all of said notes due and payable and the mortgage subject to forechosure as provided therein; and,

Whereas, the note due October 1st, 1939, has not been paid and remains unpaid to this date, and default has been made in the payment thereof; and,

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

The north east quarter of the north west quarter of Section 22, Township 19, Range 2 East, lying and being in Shelby County, Alabama; and,

Whereas, it is provided in said mortgage that said mortgage is authorized and empowered, on said default, as aforesaid, to sell said property therein conveyed at public outcry, to the highest bidder, for cash, after first having advertised said sale by posting written notices at three public places in said County for thirty days; and,

Whereas, said transferee of said mortgage has given notice of time, terms, place and purpose of said sale by posting notices at three public places in said County, for thirty days prior to the date of sale, which said notices were posted at the following places, all being public places in Shelby County, Alabama: one of said notes was posted at the United States Post Office, Columbiana, Alabama, one of said notices was posted at the Court House of Shelby County, Alabama, at the usual place of posting notices, and one of said notices was posted at the front of Columbiana Savings Bank, Columbiana, Alabama, at the usual place of posting notices; and,

Whereas, I, L. H. Ellis, as the duly authorized agent and attorney in fact of said the Charlotte Huston, as transferee of said mortgage, did, on Saturday, the 20th day of January, 1940, 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 Court House of Shelby County, Alabama, the above and foregoing described real estate, to satisfy the indebtedness secured by said mortgage; and.

Whereas, at such sale Charlotte Huston was the best and highest bidder for said land, bidding therefor the sum of Seven hundred and fifty dollars, the said land was knocked off and sold to the said Charlotte Huston, as the purchaser at said sale.

Now, therefore, in consideration of the premises, and in consideration of the payment of the sum of seven hundred and fifty dollars, the amount bid at said sale, by the said Charlotte Huston, the receipt of which is hereby acknowledged, and by virtue of the authority and power of sale in said mortgage contained, the said Glarence M. Robinson and wife, Lucille Robinson, as such mortgagors, and T. B. Russell,

as such transferee or assignee 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 Charlotte Huston, the hereinbefore described real estate warranted free from all encumbrances and against all adverse claims.

TO HAVE AND TO HOLD to the said Charlotte Huston, her heirs and assigns forever.

In witness whereof, we have hereunto set our hands and seals on this the 20th day of January, 1940.

Clarence M. Robinson L. S. By L. H. Ellis, as his Attorney in Fact and Auctioneer making said sale.

Lucile Robinsoon

By L. H. Ellis, as her Attorney in Fact
and Auctioneer making said sale.

T. B. Russell
By L. H. Ellis, as his Attorney in Fact
and Auctioneer making said sale.

Charlotte Huston

As Transferee or assignee of said

mortgage

By L. H. Ellis as her Attorney in Fact and Auctioneer making said sale

L. H. Ellis, as Attorney in Fact and L. S. Auctioneer making said 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 mortgagers, said mortgage and said transferee or assignee of said mortgage.

Given under my hand and seal of office this the 30th day of January, 1940.

Grace Carter, Notary Public

Filed in this office February 5, 1940 at 3 pm and recorded in Deed Record 107 at page 587 and examined.

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
s 3.00 Privilego Tax

has been paid on the within instrument as required by law.

L. C. WALKER,
JUDGE OF PROBATE

L. C. Walker, Judge of Probate