

STATE OF ALABAMA }

COUNTY OF SHELBY }

KNOW ALL MEN BY THESE PRESENTS, That, whereas, on the 1st day of August, 1938, I, S. Manning and Erma Manning executed to C. W. Hony a certain mortgage to secure an indebtedness therein mentioned, which said mortgage is recorded in the Probate Office of Shelby County, Alabama, in Mortgage Record 179 at page 401; and

Whereas, said mortgagee, C. W. Hony, assigned for a valid consideration the said mortgage and indebtedness secured thereby to J. Renfore Mullins on the 1st day of April, 1939; and,

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

A part of the northwest quarter of northwest quarter of section 16, township 21, range 1 west, beginning about 100 yards from the northeast corner of said forty where a persimmon tree now stands on the Elyton road, and running in a southwesterly direction to a ford on Wolf Creek, thence in a easterly direction to forks of Wolf Creek and Bushy Prong Creek, thence in a northerly direction to point of beginning, containing 5 acres, more or less. Also the Northeast quarter of northwest quarter and 10 acres off of the east side of the northwest quarter of northwest quarter and all that part of the northwest quarter of northeast quarter lying west of the dividing ridge, all in section 16, township 21, range 1 west, making a total of 102 acres, more or less; and,

Whereas, said indebtedness secured by said mortgage is past due and unpaid, and default has been made in the payment thereof; and,

Whereas, it is provided in said mortgage that said mortgagee or his assigns are empowered and authorized, on said default, as aforesaid, to sell said property therein conveyed at public outcry, at the front of the Court House door of Shelby County, Alabama, at Columbiana, to the highest bidder, for cash after first having given thirty 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 Shelby County and State of Alabama; and,

Whereas, said assignee has given notice of the time, place and terms of said sale by publication in the Shelby County Democrat, a newspaper published in Columbiana, Shelby County, Alabama, for three consecutive weeks thirty days prior to the date of sale; and,

Whereas, I, Harris M. Gordon, as the duly authorized agent and Attorney in Fact of the said J. Renfore Mullins, did on the 1st day of July, 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, Shelby County, Alabama, at the front steps of the Court house of said county aforesaid, the above and foregoing described real estate to pay the indebtedness secured by said mortgage and costs and expenses for foreclosure; and

Whereas, at such sale J. Renfore Mullins was the best and highest bidder for said property, bidding therefor the sum of two hundred and twenty five dollars, the said land was knocked off and sold to the said J. Renfore Mullins, as the purchaser at said sale.

Now, therefore in consideration of the premises, and in consideration of the payment of the sum of two hundred and twenty five dollars, the amount bid at said sale, by the said J. Renfore Mullins, the receipt whereof is hereby acknowledged, and by virtue of the authority and power of sale in said mortgage contained, the said I. S. Manning and Erma Manning, as such mortgagors, and J. Renfore Mullins, as such assignee of the mortgage by Harris M. Gordon, as Attorney in Fact and Auctioneer making said sale, do hereby grant, bargain, sell and convey unto the said J. Renfore Mullins, the hereinbefore described real estate, warranted free from all encumbrances and against all adverse claims.

To have and to hold to the said J. Renfore Mullins, his heirs and assigns forever.

In witness where we have hereunto set our hands and seals on this the 1st day of July, 1940.

I. S. Manning L. S.

by Harris M. Gordon, As his attorney
in Fact and Auctioneer making said sale

Erma Manning L. S.

by Harris M. Gordon, As his Attorney
in Fact and Auctioneer making said sale

J. Renfore Mullins L. S.

by Harris M. Gordon, As his Attorney
in Fact and Auctioneer making said sale

By Harris M. Gordon, as Attorney
in Fact and Auctioneer making said sale

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I, L. G. Fulton, Clerk of the Circuit Court of Shelby County, Alabama, hereby certify that Harris M. Gordon, 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 of authority, executed the same voluntarily, on the day the same bears date, in the name of and as the act of said mortgagors and said assignee of the mortgagee, and as Attorney in Fact and Auctioneer making said sale.

Given under my hand and seal of office this the 1st day of July, 1940.

L. G. Fulton, Clerk of the Circuit Court
Shelby County, Alabama.

Filed in this office July 5, 1940 at 10 am and recorded in Deed Record 108 at page 546 and examined.

L. C. Walker, Judge of Probate