FORECLOSURE DEED # 384

STATE OF ALABAMA"

SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTSS that whereas, on the 11th day of April, 1939, Erbie A. Gardner and wife, Gussie Gardner, executed to The First National Bank of Birmingham, a certain mortgage to secure an indebtedness therein recited, which mortgage is recorded in the Probate Office of Shelby County, Alabama, in mortgage book 179 at page 471; and,

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

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 20, Range 1 West, containing 80 acres more or less, mineral and mining rights excepted, and,

Whereas, said mortgage was executed to secure an indebtedness of three hundred dollars evidenced by four promissory notes for seventy five dollars each, bearing even date with said mortgage, the first of which was due on October 1st, 1940, and one note due on October 1st in each of the years 1941, 1942 and 1943; and,

Whereas, it is provided in said mortgage that if any part of said indebtedness secured thereby remained unpaid at maturity, the whole of said indebtedness should become due and payable at the option of the mortgage and said mortgage subject to foreclosure under the powers of sale therein contained; and,

Whereas, said note due October, 1, 1940, was not paid at maturity and remains unpaid, and the mortgagee elected to, and did, declare all of said indebtedness due and payable; and,

Whereas, default has been made in the payment of the indebtedness secured by said mortgage as aforesaid; and

Whereas, it is provided in said mortgage that the mortgagee is authorized and empowered, on such default as aforesaid, to sell the property therein conveyed at public outcry, in front of the courthouse door of helby County, Alabama to the highest bidder, for cash, after having given 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 Shelby County, Alabama; and,

Whereas, said mortgagee has given more than twenty one days notice of the time, terms, place and purpose of said sale by publication of notice, thereof, once a week for three consecutive weeks in The Shelby County Democrat, a weekly newspaper published in Columbiana, Alabama; and,

Whereas, L. H. Ellis, as the duly authorized agent and attorney in fact of the said The First National Bank of Birmingham, on Saturday, the 16th day of November, 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, did 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, The First National Bank of Birmingham was the highest and best bidder for said property, bidding therefor the sum of three hundred, ninety two & 94/100 bollars, said land was sold to said The First National Bank of Birmingham, as the purchaser at said sale.

NOW, THEREFORE, in consideration of the premises and in consideration of the payment of the sum of Three hundred, ninety two & 94/100 dollars, the amount bid at said sale by The First National Bank of Birmingham, the receipt of which is hereby acknowledged, and by virtue of the power and authority in said mortgage contained, the said Erbie A. Gardner and Gussie Gardner, as such mortgagers, and The First National Bank of Birmingham, as such mortgages, by L. H. Ellis, as its Attorney in Fact and Auctioneer making said sale, do hereby grant, bargain, sell and convey unto the said The First National Bank of Birmingham, the hereinaefore described real estate, minerals and mining rights excepted, warranted free from all encumbrances and against all adverse claims.

TO HAVE AND TO HOLD to the said The First National Bank of Birmingham, its successors and assigns forever. In witness whereof we have hereunto set our hands and seals on this the 16th day of November, 1940.

Erbie A. Gardner

L. S.

By L. H. Ellis
As his Attorney in fact and
Auctioneer making said sale.

Gussie Gardner

L. S.

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

THE FIRST NATIONAL BANK OF BIRMINGHAM L. S. By L. H. Ellis,

Bs its Attorney in Fact and
Auctioneer making said sale

L. H. Ellis
As Attorney in Fact and
Auctioneer making said sale.

State of Alabama,

Shelby Gunty.

I, Grace Carter, a Notary Public in and for said County in said State, hereby certify that L. H. Plis, 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 mortgagors and said mortgagee, and as Attorney in Fact and Auctioneer making said sale.

Given under my hand and seal of office this the 16th day of November, 1940.

Grace Carter, Notary Public.

Filed for record in this office the 22nd day of November, 1940 at 11:45 AM and recorded in Deed Record #109 on page 474 and examined.

L. C. Walker, Judge of Probate, Shelby County, Alabama

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