

#475  
 .50 cent stps cancelled Foreclosure deed

The State of Alabama  
 Shelby County

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, on, to-wit, the 20th day of December, 1937, Herbert George, a single man, did by his mortgage deed recorded in record of mortgages, Volume 176, page 429, in the office of the Judge of Probate of Shelby County, Alabama, convey to Perry Real Estate & Trading Company, Inc., a corporation, the hereinafter described real estate to secure the payment of an indebtedness therewith contemporaneously incurred by the said Herbert George to said Perry Real Estate & Trading Company, Inc.; and Whereas, heretofore on the first day of July, 1938, said Perry Real Estate & Trading Company, Inc., did get a valuable consideration by written instrument, transfer, sign and convey to William H. Lamb the said indebtedness and all its right title and interest to the said mortgage and in and to the said real estate thereby conveyed; and Whereas, default was made in the payment of said indebtedness and the aforesaid mortgage was subject to foreclosure under the terms thereof and the within described real estate became subject to sale under the power in said mortgage contained; and Whereas, the said hereinafter described real estate (being the same real estate as was described in and conveyed by said mortgage), was, in strict compliance with the said power of sale contained in said mortgage, advertised for sale and thirty days notice of the time and place of sale given by publication for three successive weeks in the Shelby County Reporter, a newspaper published in the town of Columbiana, Shelby County Alabama, said notice appearing in the issues of said newspaper published on, to-wit, August 11, 1938; August 18, 1938; August 25, 1938; and Whereas, the said real estate was then during the legal hours of sale on Friday, the Sixteenth day of September, 1938, offered for sale in front of the courthouse at Columbiana, Shelby County Alabama; and Whereas, the said William H Lamb was the highest and best bidder therefor and the said hereinafter described real estate was sold to the said William H Lamb for the sum of Two hundred ninety-two and 93/100 (\$292.92) dollars, and he, the said William H Lamb became the purchaser of said real estate as he was authorized to do by the terms of the aforesaid mortgage.

Now Therefore, by virtue of the power contained in said mortgage, the undersigned Thomas Seay, as auctioneer and attorney in fact for the said Herbert George, mortgagor, for and in the name of, the said Herbert George does hereby transfer, sell and convey unto William H. Lamb all the right title and interest of Herbert George, and all other interest conveyed by said mortgage in and to the following described real estate situated in Shelby County, Alabama, to-wit:

The Northeast quarter of the northwest quarter of Section 25, Township 19, Range 3 West. Minerals and mining rights excepted, and subject to the right reserved by the grantor in the said mortgage to remove from said property all timber.

TO HAVE AND TO HOLD, unto the said William H. Lamb, his heirs and assigns forever.

In Witness thereof, the undersigned has hereunto set his hand and seal this the 16th day of September, 1938.

Herbert George  
 By Thos. Seay  
 As Auctioneer and Attorney in fact for  
 Herbert. George

State of Alabama,  
 Jefferson County

I, Anita Durham, a Notary Public in and for said County and State, hereby certify that Thomas Seay, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that he is auctioneer and attorney in fact for Herbert George, and that being informed of the contents of this conveyance he executed the same voluntarily on the day the same bears date

Given under my hand and seal this the 17th day of September, 1938

Anita Durham, Notary Public

Filed for record in this office December 3rd 1940 at 3 PM and recorded in deed record 109, page 529 and examined L. G. Walker, Judge of Probate

STATE OF ALABAMA  
 SHELBY COUNTY

I hereby certify that  
 \$50 Privilege Tax  
 has been paid on the within  
 instrument as required by  
 law.

L. G. WALKER,  
 JUDGE OF PROBATE