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State of Alabama Shelby County

KNOW ALL MEN BY THESE PRESENTS: that, whereas, on the 4th day of March, 1938.

Albert Kidd and wife, Mary Kidd, executed to J.F. McGraw and S.E. McGraw, a partnership, doing business as McGraw Bros., a certain mortgage to secure an indebtedness therein recited, which mortgage is recorded in the Probate Office of Shelby County, Alabama in mortgage book 168 at page 403 and, Whereas, in said mortgage there was conveyed the following described real estate, situated in Shelby, Alabama, viz:

Part of the Charles Kidd Estate, Fifteen acres on the north side of the S½ of NW2 of SE2 and five (5) acres in the SW corner of NE of SE2 Sec 18.T. 19 R 3 East. All of fraction in NE2 of SE2 laying North of Ten acres deed to Robert T Kidd on south side. Also Two (2) acres on west side of NW2 of SW2 of Fraftion 17. And Two (2) acres more or less in SW corner of SE2 of NE2 Sec 18 T. 19 Range 3 East, containing (25) twenty five acres, more or less.

All in Best 10, Shelby County, Alabama; and,

Whereas, said mortgage was executed to secure an indebtedness of Nine hundred, forty five and 13/100 dollars, evidenced by a promissory note for nine hundred, forty five & 13/100 dollars, bearing even date with said mortgage, said note being due and payable on the 15th day of November, 1938; and, Whereas, it is provided be said mortgage that if any part of said indebtedness secured thereby remained unpaid at maturity, said mortgage was subject to foreclosure, and 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 is authorized and empowered, on said default as aforesaid, to sell said property therein conveyed at public outcry, at the front door of the Court House of Shaby County, Alabama, at Columbiana, to the highest bidder, for cash, after first having advertised said sale by posting notices at three public places in said County for twenty days prior to said sale; and, Whereas, said mortgage has given notice of the time, perms, place and purpose of saidsale by posting notices at three public places in said County for twenty days prior to the date of sale; and, Whereas, I, Karl C Harrison, as the duly authorized agent and attorney in fact of the said J. F. McGraw amd S. E. McGraw, a partnership doing business as McGraw Brothers, did, on Saturday, the 4th day of January, 1941, within the legal hours of sale, pursuanteto 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 Columbian a, Alabama, at the front stepf 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 said sale J.F.McGraw and S.E.McGraw, partners doing business under thr firm name and style of McGraw Bros., were the best and highest bidder for sale land, bidding therefor, the sum of eight hundred dollars, said land was knocked off and sold to the said J. F. McGraw, Sr., and S. E. McGraw, partners doing business under the firm name and style of McGraw Brothers, as the purchasers at said sale. Now Therefore, in consideration of the premises, and in consideration of the payment of the sum of eight hundred dollars, the emount bid at said sale, by the said J. F. McGraw Sr., and

Now Therefore, in consideration of the premises, and in consideration of the payment of the sum of eight hundred dollars, the emount bid at said sale, by the said J. F. McGraw Sr., and S E McGraw, Partners, doing business under the firm name of and style of McGraw Brothers, the receipt of which is hereby acknowledged, and by virtue of the authority and power of sale in said mortgage contained, the said Albert Kidd and wife, Mary Kidd, as such mortgagors, and J. F. McGraw Sr., and S.E.McGraw, a partnership, doing business as McGraw Bros., as such mortgagees, by said Karl

C.Harrison, as attorney in fact and auctioneer making said sale, do hereby grant, bargain, sell and convey unto the said J.F.McGraw Sr., and S E McGraw, partners doing business under the firm name and style of McGraw Brothers, the hereinbefore described real estate, warranted free from all encumbrances and against all adverse claims.

To Heve and To Hold to the said J. F. McGraw Sr., and S.E.McGraw, partners doing

To Have and To Hold to the said J. F. McGraw Sr., and S.E. McGraw, partners doing business under the firm name and style of McGraw Brothers, their heirs and assigns forever.

In witness whereof we have hereunto set our hands and seals on this the 4th day of January, 1941.

Albert Kidd (SEAL)
By Karl C Harrison
As his attorney in Fact and Auctioneer making said sale.

Mary Kidd (SEAL)
By Karl C Harrison
As her attorney in fact and
Auctioneer making sale sale

J. F. McGraw Sr (SEAL)
and
S.E.McGraw (SEAL)
A partnership doing business as
McGraw Bros.,
By Karl C Harrison, as their attorney in fact
and Auctioneer making said sale

Karl C Harrison (SEAL)
As Attorney in Fact and Auctioneer making said: sale.

State of Alabama Shelby County.

I, Grace Carter, a Notary Fublic in and for said County, in said State, hereby certify that Karl C. Harrison, whose name as Attorney in Fact and Aucrioneer making said sale, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, neing 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 mortgagord and said mortgagee, and as said attorney in Fact and Auctioneer making said sale.

Given under my hand and seal of office this the Ath day of January, 1941

Grace Carter Notary Public

Filed for record in this office January 10th 1941 at 4 PM and recorded in deed record 111, page 48 and 49 and examined L C Walker, Judge of Probate