

STATE OF ALABAMA)

SHELBY COUNTY.....)

KNOW ALL MEN BY THESE PRESENTS, That whereas on to wit: August 1, 1928, S. M. Acton, J. F. Acton, and Manon C. Bailey, did execute and deliver to C. E. Leonard, a mortgage on the hereinafter described real estate to secure an indebtedness therein mentioned and described, which said mortgage is duly recorded in the office of the Judge of Probate of Shelby County, Alabama, in Volume 152, page 452, record of Mortgages and

WHEREAS, default was made and still continues in the payment of said mortgage, according to the terms thereof, thus rendering said mortgage subject to foreclosure as provided by law in case of past due mortgages, and

WHEREAS, under and by virtue of the power of sale contained in said mortgage, according to the terms thereof, thus rendering said mortgage subject to foreclosure as provided by law in case of past due mortgages, and

WHEREAS, under and by virtue of the power of sale contained in said mortgage, and in strict compliance therewith, undersigned, after giving thirty days notice of the time place and terms of sale, by publication once a week for three successive weeks in the Shelby County Reporter, a newspaper published in Columbiana, Alabama, did in pursuance of said authority, and as advertised, offer for sale the hereinafter described real estate in front of the Court House door of Shelby County, Alabama, at public outcry, to the highest bidder for cash during the legal hours of sale on Monday, July 3, 1933, said sale having been duly advertised to be made at said time and place, and

WHEREAS, C. E. Leonard became the highest and best bidder at said sale having bid the sum of \$6000.00, and said real estate was then and there sold to him at said price; said mortgage having provided that the mortgagee might purchase at such sale, if the highest bidder therefor.

NOW, THEREFORE, in view of the premises, and in consideration of Six Thousand (\$6000.00) Dollars, in hand paid to undersigned, by the said C. E. Leonard, receipt whereof is hereby acknowledged, undersigned, does hereby grant, bargain, sell and convey, all the right, title, interest and claim of both the mortgagors and the mortgagee to the said C. E. Leonard in and to the following described real estate situated in Shelby County, Alabama, to-wit:

Begin at a point where the East and West line between the lands of John N. Wyatt and the lands known as the R. E. Glasgow lands intersects with the Billie Harless Road in the Northeast (NE $\frac{1}{4}$) Quarter of the Southwest (SW $\frac{1}{4}$) of Section Twenty-five (25), Township Twenty-one (21), Range Three (3), West, run thence south, along said road, to a point where the same intersects the Longview and Montevallo Road; thence in a southwesterly direction, along said Longview and Montevallo Road, to a point where the said road intersects the West line of Section Thirty-Six (36) Township twenty-one (21), Range Three (3) West; thence north, along said section line to a point where the same is intersected by the said East and West line between the said Glasgow lands and the lands of the said Wyatt; thence east, along said East and West line between said lands to the point of beginning;

Also twenty (20) acres off the East side of the Southeast (SE $\frac{1}{4}$) Quarter of Section Twenty-six (26), Township Twenty-one (21) Range Three (3) West;

Also one (1) acre, more or less, lying inside an angle made by the said Longview and Montevallo Road in the North (N $\frac{1}{2}$) Half of the Northwest (NW $\frac{1}{4}$) Quarter of said Section Thirty-six (36), described as follows: Begin at the said Road and run southerly, along the said Road, fifty-five (55) yards; thence northeasterly, parallel with the other leg of said angle in said Road, eighty-five (85) yards; thence northerly, parallel to the first-mentioned leg of said angle, fifty-five (55) yards to the said Longview and Montevallo Road; thence southwesterly, along said Road, eighty-five (85) yards, to the point of beginning.

Excepting, however, out of this conveyance five (5) acres, more or less, conveyed for the use of School District #35 in said County, and to the Trustees of Ebenezer Church, as the conveyances thereof appear of record in the office of Probate Judge of said County.

Also that certain mortgage made by Ridge Rock Park Development Company (Inc) to said S. M. Acton, dated May 8, 1928, in the original principal sum of Ninety-three Hundred Fifty (9350.00) Dollars, together with the indebtedness thereby secured and the notes evidencing the same, as well as the real estate in and by the said mortgage described and conveyed; which said mortgage is recorded in the office of the Probate Judge of Jefferson County, Alabama, in

Volume Nineteen Hundred (1900) page three hundred ninety one (391), Records of Deeds and Mortgages, and in the office of the Probate Judge of Shelby County, Alabama, in Mortgage Record One Hundred Fifty-two (1520), page two hundred ninety-five (295).

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the above described premises unto the said C. E. Leonard his heirs and assigns forever; subject to the right of redemption as provided by law.

IN WITNESS WHEREOF, I hereunto set my hand and seal, this 3 day of July, 1933,

C. E. Leonard

(Seal)

Mortgagee.

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Bessie G. Brook a Notary Public in and for said County, in said State, hereby certify that C. E. Leonard, whose name as mortgagee, 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 his capacity as such mortgage, executed the same voluntarily on the day the same bears date.

Given under my hand this 3 day of July, 1933.

Bessie G. Brooks
Notary Public.

Filed for record in this office the 1st day of April, 1941 at 10 AM and recorded in Deed Record #111 on page 320 and 321 and examined.

L. C. Walker, Judge of Probate.

no tax due

[Handwritten mark]