

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That, whereas, on to-wit: the 6th day of April, 1929 Sam Sawyer and wife, Sallie Sawyer, (Sometimes known as Sallie Sawyer) executed to G. W. Pate and Greene Pate, doing business as Pate Mercantile Company, a partnership, a certain mortgage to secure an indebtedness therein recited, which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book 155, page 63; and ,

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

The South half Lots Eight (8), and Nine (9), Lot No. (8) which fronts Twenty-five feet on Alabama Street laying a depth of one hundred and Seventy (170) feet between paralld lines. And the South-half Lot No. 9 which fronts Forty-four (44) feet and 6 inches on Alabama Street by a depth of a hundred and seventy feet (170) between paralld lines as described on a map of the lands of the Shelby Land Company recorded in the office of the Judge of Probate of Shelby County, Alabama. The above described lands and dwellings and appurtances is the separate estate of Pearl Morris. This instrument conveys the South-half of the said lots No. (8) and (9); and

Whereas, said mortgage was executed to secure an indebtedness of One Hundred Twenty-five and no/100 dollars evidence by a promissory note due and payable on the 1st day of October, 1929; and whereas, said indebtedness secured by said mortgage is past due and unpaid, default, having been made in the payment thereof; and, whereas, it is provided in said mortgage that said mortgage is authorized and empowered, on said default, as aforesaid, to sell said property therein conveyed at public auction at Columbiana, Alabama to the highest bidder for cash after having first advertised said sale by posting notices at three public places in said county for twenty days prior to the date of sale; and,

Whereas, said mortgages has given more than twenty days notice of the time, terms, place, and purpose of said sale by posting notice at three public places in said county, one of which notices was posted at the front of the United States Postoffice at Columbiana, Alabama, one at the old Courthouse building at Columbiana, Alabama and one at thr front of the United States Postoffice at Shelby, Alabama and one at the front of the United States Post office at Shlby Alabama, all at the usaul places of posting such notices, all of which are public places in said county; and,

Wheres, Karl C. Harrison, as the duly authorized agent and attorney in fact of the said G. W. Pate and Greene Pate, doing business as Pate Mercantile Company, a partnership, on Monday, the 11th day of August, 1941, within the legal hours of sale, pursuant to the power of sale contained in said mortgage and the advertisement of sid 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 courthouse of Shelby County, Alabama, the above and foregoing described real estate, to satisfy the indebtedness secured by said mortgage; and,

Whereas, G. W. Pate was the highest and best bidder for said property, bidding therefor the sum of Two Hundred, forty and no/100 dollars, and said lands was sold to said G. W. Pate 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, forty and no/100 dollars, the amount bid at said sale by G. W. Pate, the receipt of which is hereby acknowledged, and by virtue of the power and authority in said mortgage contained, the said Sam Sawyer and wife, Sallie Sawyer, (sometimes known as Sallie Sawyer), as such mortgagors, and G. W. Pater and Greene Pater, doing business as Pate Mercantile Company, a partnership, a s such mortgagee, by Karl C. Harrison, as their attorney in fact and and autioneer making said sale, do hereby grant, bargain, sell and convey unto the said G. W. Pate, the hereinbefore described real estate, warranted free from all encumbrances and against all adverse claims.

TO HAVE AND TO HOLD To the said G. W. Pate, his heirs and assigns forever.

In Witness whereof, wa have hereunto set our hands and seald this the 11th day of August, 1941.

Sam Sawyer L. S.

By Karl C. Harrison L. S.
As his attorney in fact and
auctioneer making said sale

Sallie L. Sawyer L. S.

BY Karl C. Harrison L. S.
As her attorney in fact and Auctioneer
making said sale.

G. W. Pate and Greene Pate doing business
as Pate Mercantile Company, a partnership.

By Karl C. Harrison L. S.
As their attorney in fact and Auctioneer
making said sale.

Karl C. Harrison L. S.
As Attorney in Fact and Auctioneer
making said sale.

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
\$500 Private Tax
has been paid on the within
instrument as required by
law. L. C. WALKER,
JUDGE OF PROBATE

STATE OF ALABAMA

SHELBY COUNTY

I, L. C. Walker, Judge of Probate, in and for said county, in said state, hereby certify that Karl C. Harrison 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 the day that, being informed of the content 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 mortgagees, and as Attorney in fact and Auctioneer making said sale.

Given under my hand and seal of office this the 11th day of August, 1941.

L. C. Walker,
Judge of Probate.

Filed in office this the 16th day of August, 1941.

Recorded in the probate office of Shelby County, Deed Record 112 Page 73-74