## \$1.10 Federal Stamps Cancelled on this Deed

## FORECLOSURE DEED

STATE OF ALABAMA

SHELBY COUNTY KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS,

James J. Freeman did on the 26th day of October, 1938, execute to Richard E. Smylie a mortgage on the here-inafter described lands to secure an indebtedness of \$2464.00, which said mortgage is recorded in the office of the Judge of Probate of Shelby County, Alabama, in Book 179 of Mortgages, page 46, and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and,
WHEREAS, the entire indebtedness secured by said mortgage was duly declared due and payable, as
provided in said mortgage, in case of such default, and the said lands were duly advertised for sale for
three weeks in Shelby County Democrat, a newspaper published in Shelby County, Alabama, in its issues of
April 2, 9 and 16, 1942, and were sold at public outcry on the 25th day of April, 1942, at the court house
door of Shelby County, in the town of Columbiana, Alabama, at the time and place named in the published notice
of sale, between 11 o'clock, A. M. and 4:00 P. M. to J. J. Smylia for the sum of \$1000.00, that amount
being the highest, best and last bid for the same.

NOW, THEREFORE, in consideration on the premises and for the sum of \$1000.00, in hand paid by J. J. Smylia the receipt whereof is hereby acknowledged, we, the grantors in said mortgage, James J. Freeman

(which said mortgage indebtedness was assumed by Richard H. Harding, and wife, Martha Harding, by an agreement in writing on February 1, 1940), acting herein by Walter S. Smith, our Attorney in Fact, and as the auctioneer making the sale, who is appointed and directed as such by our said mortgage, to make and execute a deed to the purchaser in our names and he further acting herein under and by virtue of the power and authority contained in said mortgage, do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the said J. J. Smylia, the following described real estate in the county of Shelby, State of Alabama, to-wit: Commence at the Northwest corner of the Northwest quarter of the Northwest quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; run thence south along the section line for 660 feet to the point of beginning, continue thence south along the west line of said section 14 for a distance of 1080 feet, thence an angle to the left of 90 decrees, run east for 119.7 feet, thence an angle to the right of 63 degrees, run southeasterly for 255 feet, thence an angle to the left of 60 degrees, 43 minutes, run east for 440.2 feet, to a point in the westerly line of the Montevallo Road; thence an angle to the left of 81 degrees, 17 minutes, run northerly along the westerly line of said road for 300 feet, thence an angle to the right of 7 degrees, and continuing in a northeasterly direction along the westerly line of said road for 549.2 feet; thence an angle to the right of 4 degrees, and continuing along the westerly line of said road for 539.16 feet; thence an angle to the left 112 degrees, run west for 1100.4 feet to the point of beginning, containing 25.2 acres, being a part of the west half of the northwest quarter of said section 14, Township 21, South, Range 3 West, in Shelby County, Alabama.

TO HAVE AND TO HOLD to the said J. J. Smylie his heirs and assigns forever.

IN WITNESS WHEREOF, the said James J. Freemen, and Richard H. Harding and wife, Martha Harding, have hereunto set their hands and affixed their seals, this 25th day of April, 1942, by and through Walter S. Smith, as Attorney in Fact and as Auctioneer conducting said sale under the terms of said mortgage.

James J. Freeman (L.S.)

Richard H. Harding (L.S.)

Martha Harding (L.S.)

BY Walter S. Smith

As Auctioneer and Attorney in Fact

STATE OF ALABAMA
SHELBY COUNTY

I, L. C. Walker, Judge of Probate in and for said County and State, hereby certify that Walter S. Smith, whose name as Auctioneer and as Attorney in Fact is signed to the foregoing deed of fore-closure, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foreclosure deed, he executed the same as Auctioneer and as Attorney in Fact, voluntarily on the day the same bears date, for and as the act of said mortgagor, James J. Freeman, and Richard H. Harding and wife, Martha Harding, who assumed said mortgage and said mortgage indebtedness by an agreement in writing on February 1, 1940.

Given under my hand this 25th day of April, 1942.

L. Walker, Judge of Probate

Filed in office on this record on the 25th day of April, 1942, at eleven o'clock A. M. and duly recorded in Mortgage Record Vol. 190, Page 395.

L. C. Walker, Judge of Probate

NO TAX DUE ON THIS INSTRUMENT, SEE MORTGAGE RECORD VOL.179, PAGE 46