

(See Original Mortgage \$200.00)
FORECLOSURE DEED
(\$.55 Federal Stamps Cancelled on this Deed) #535

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That Whereas, on the 21st day of August, 1939, Hobart Harris and wife, Elizabeth Harris, executed to Augusta Tate Snodgrass, 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 514; and

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

Lot Number Fifteen (15) in the Storrs and Troy Survey and allotment of "Storrs and Troys Addition to the Town of Montevallo" or "Storrs Addition to the Town of Montevallo", as the case may be, according to survey made by N.B. Dare, C.E. in, to-wit, January 1884, and map of which is recorded in the office of the Probate Judge of said Shelby County; the said lot fronting one hundred and ten (110) feet on the north-west side of Island Street and running back, between parallel lines, northwesterly perpendicular to said Island Street, the uniform width of one hundred and ten (110) feet to a depth of two hundred three and five tenths (203.5) feet more or less, situated in the Town of Montevallo, Shelby County, Alabama.

WHEREAS, said mortgage provides that if the mortgagor should fail to pay the mortgage indebtedness when the same fell due, the owner of said mortgage was authorized to sell the property in said mortgage conveyed and described to the highest bidder, at public auction, at Columbiana, Alabama for cash, after having advertised such sale by posting notices of such sale for more than twenty days at ^{three} public places in Shelby County Alabama; and

WHEREAS, the mortgagors have failed to pay the mortgage indebtedness when the same fell due but made default therein, and said default continues to this date; and

WHEREAS, said Augusta Tate Snodgrass, the owner of said mortgage, has given ^{notice} of the time, terms, place and purpose of said sale by posting notices at three public places in Shelby County, for more than twenty days prior hereto; and

WHEREAS, Handy Ellis, as the duly authorized agent and attorney-in-fact, of said Augusta Tate Snodgrass, the owner of said mortgage on Saturday, the 2nd day of January, 1943, within the legal hours of sale, pursuant to the power of sale, contained in said mortgage, and the advertisement of said mortgage sale, aforesaid, did offer for sale at public outcry, to the highest bidder, for cash, at Columbiana, Alabama, at the front steps of the Court House of Shelby County, Alabama, the above and foregoing described property to satisfy the indebtedness secured by said mortgage; and

WHEREAS, Augusta Tate Snodgrass was the highest and best bidder for said property at said sale, bidding therefor the sum of One Hundred & no/100 (\$100.00) Dollars, said land was sold to said Augusta Tate Snodgrass, as the purchaser at said sale.

NOW, therefore, in consideration of the premises and in consideration of the payment of the sum of One Hundred & no/100 (\$100.00) Dollars, the amount bid by said Augusta Tate Snodgrass, the receipt of which is acknowledged and by virtue of the power and authority in said mortgage contained, said Hobart Harris and Elizabeth Harris, as mortgagors, and Augusta Tate Snodgrass, as mortgagee and owner of said mortgage, by Handy Ellis, as their attorney-in-fact, and auctioneer making said sale, do hereby grant, bargain, sell and

and convey unto the said Augusta Tate Snodgrass the hereinbefore described real estate, conveyed in said mortgage, warranted free from all encumbrances and against all adverse claims.

TO HAVE AND TO HOLD to the said Augusta Tate Snodgrass, her heirs and assigns forever.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this the 2nd day of January, 1943.

Hobart Harris (L.S.)
By - Handy Ellis
As his attorney-in-fact and auctioneer
making said sale.

Elizabeth Harris (L.S.)
By- Handy Ellis
As her attorney-in-fact and auctioneer
making said sale.

Augusta Tate Snodgrass (L.S.)
By- Handy Ellis
As her attorney-in-fact and auctioneer
making said sale.

Handy Ellis (L.S.)
As attorney-in-fact and Auctioneer
making said sale.

STATE OF ALABAMA

SHELBY COUNTY

I, Cecil Duke, a Notary Public in and for said County in said State, hereby certify that Handy Ellis, 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 this day that, being 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 mortgagors and said mortgagee, the owner of said mortgage and as attorney in fact and auctioneer making said sale.

Given under my hand and seal of office this the 2nd day of January, 1943.

Cecil Duke
Notary Public

Filed in the office of the Probate Judge the 4th day of January, 1943 at 9 o'clock A. M. and recorded in the Deed Record 114 on page 272 on this the 4th day of January, 1943.

L. C. Walker,
Judge of Probate

NO TAX DUE ON THIS INSTRUMENT