

FORECLOSURE DEED

THIS INDENTURE, made 26th day of January, 1943, by and between James Regan, Jr., and his wife, Naomi Pool Regan, Lefay F. Brown and his wife, Ethel Snyder Brown, by and through Thomas C. Manning, as Agent for Laura W. Dryer, as mortgagee, and under and in accordance with the terms and provisions of, and the power and authority given and conferred by, that certain mortgage, dated October 2, 1929, recorded in the Probate Office of Shelby County, Alabama, in record of Mortgages Volume 158 at page 449, and an agreement relating thereto dated May 3, 1940 recorded in said probate office in Mortgage Record 183 at page 411, as parties of the first part, and said Laura W. Dryer, as the party of the second part,

WITNESSETH: Whereas, default was made in payment of the indebtedness secured by the said mortgage and in the keeping of the said agreement to make payment thereof, and such default still continuing, the said Laura W. Dryer proceeded to foreclose the said mortgage, and, in accordance with the terms thereof, gave notice by publication in the Shelby County Democrat, a weekly newspaper published in the Town of Columbiana, Alabama, once a week for three successive weeks, beginning with its issue of December 17th, 1942, that the said mortgagee would sell before the Court House door of said County in said Town of Columbiana, between the legal hours of sale, and shortly after the hour of 12 o'clock, midday, on the 26th day of January, 1943, at public outcry to the highest bidder, under and according to the terms of said mortgage, the land therein and hereinafter described; and

WHEREAS, at said time and place the said land was so sold to said Laura W. Dryer for the sum of Eight Hundred Dollars, which was the highest and best bid therefor, and she has applied the same, as provided in said mortgage, first to pay the taxes she had paid on said land in the sum of \$31.71, next to pay to pay the cost of advertising said foreclosure sale in the sum of \$6.30, and third on the balance of the unpaid principal of the note secured by said mortgage, leaving an unpaid balance of principal still unpaid on said note of \$838.21, and leaving unpaid interest at 6% per annum on \$1600.20 from May 3, 1940, to January 26, 1943, and interest on said sum of \$838.21, unpaid balance still owing on said mortgage note, at 6% per annum from this date, viz; January 26, 1943. A statement of said items is as follows:

May 3, 1940, To unpaid balance of principal due on the note secured by said mortgage	\$1600.20
Feb. 12, 1941, State and County taxes paid by Laura W. Dryer	10.48
Dec. 30, 1941, State and County taxes paid by Laura W. Dryer	11.36
Dec. 1942, State and County taxes paid by Laura W. Dryer	9.87
Jan. 1942, Paid for advertising foreclosure sale	6.30
Total of principal sums owing at time of foreclosure	\$1638.21
Less amount of said bid of	800.00
Unpaid balance, after said foreclosure, on said item of \$1600.20, principal of	838.21

NOW KNOW ALL MEN BY THESE PRESENTS, That the said parties of the first part, in consideration of the premises and of the payment of said bid of Eight Hundred Dollars, applied as aforesaid by said Laura W. Dryer on the said mortgage debt, as aforesaid, have this day bargained and sold, and do hereby grant, bargain, sell, enfeoff and convey unto the said party of the second part, said Laura W. Dryer, the following described real estate, tract or parcel of land to wit:

All of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3 in Township 19, South, and Range 2 West, which lies south of the centre of Cahaba River, according to its meanderings, in Shelby County, Alabama, except the exclusive right to the iron, coal and other minerals contained in or upon said lands with all necessary privileges for mining on said lands, which said exception is the same as described as reserved in the deed of Louisville & Nashville R. R. Co. to William H. Duke, dated January 19, 1881, and recorded in the Probate Office of said County in Deed Book 41 at page 428.

TO HAVE AND TO HOLD, together with all and singular the tenements, hereditaments, easements, rights, privileges, and appurtenances thereunto belonging or in anywise appertaining, unto the said Laura W. Dryer,

her heirs and assigns, forever.

IN TESTIMONY WHEREOF, the said parties of the first part, acting by and through said Thomas C. Manning, have hereunto set their hands and seals on the day and year first hereinabove written.

James Regan, Jr. (L. S.)

Naomi Pool Regan (L. S.)

Lefay F. Brown (L. S.)

Ethel Snyder Brown (L. S.)

By Thomas C. Manning as such agent for
Laura W. Dryer, Mortgagee

STATE OF ALABAMA)

COUNTY OF JEFFERSON |

I, Eleanor Echols, a Notary Public in and for said County and State, do hereby certify that Thomas C. Manning, as agent for Laura W. Dryer as mortgagee in the above described mortgage, and whose name as such 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, as such agent for the said mortgagee, and in accordance with the terms and provisions of said mortgage, and in the exercise of the powers and authority given and conferred thereby, executed the same in the names of the mortgagors, James Regan, Jr. and his wife, Naomi Pool Regan, and Lefay F. Brown and his wife, Ethel Snyder Brown, voluntarily on the day the same bears date.

Given under my official hand and seal of office on this the 26th day of January, 1943.

Eleanor Echols, Notary Public

Notary Public
Seal

Filed for record in this office on the 28th day of January, 1943, at eight o'clock A. M. and duly recorded in Deed Record Vol. 114, on Page 318.

No tax due on this instrument
See Mortgage Record Vol. 158, Page 449

L. C. Walker, Judge of Probate