

#1219

(\$55 Federal Stamps Cancelled on this Deed)

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, J.H. Tucker and wife, Pearl Tucker, and C.M. Tucker and wife, Ola Tucker, did on January 9, 1940, execute and deliver to Odelle Baker Wingard a mortgage conveying the hereinafter described property to secure the payment of an indebtedness of Three Hundred Thirty-Six and no/100 Dollars (\$336.00) due by three promissory notes, one for \$118.00 due on January 1, 1941, one for \$112.00 due on January 1, 1942, and one for \$106.00 due on January 1, 1943, all bearing six per cent interest from date, which said mortgage is recorded in the office of Judge of Probate in and for said County in said State, in Mortgage Book 181, at page 415; and

WHEREAS, default was made in the payment of said notes and said debt and there is now due and unpaid on said indebtedness principal and interest - the sum of Three Hundred Eighty-Five and No/100 Dollars (\$385.00), and

WHEREAS it was provided in and by said mortgage that upon default in the payment of any of said notes at maturity, the whole of said indebtedness should at once become due and payable and that mortgagee, her agents or assigns should be authorized to take possession of the premises conveyed, and with or without first taking possession and after giving twenty-one days notice by publication once a week for three consecutive weeks of the time, place, and terms of sale by publication in some newspaper published in Birmingham in said County and State, sell the same in lots or parcels or en masse, as mortgagee, agents or assigns deem best, in front of the Court House Door in Birmingham, Alabama, at public outcry to the highest bidder for cash and apply the proceeds of said sale first to the expense of advertising, selling, and conveying including a reasonable attorney's fee; Second, to the payment of any amount that may have been expended or that it may be necessary to expend in paying insurance, taxes, or other incumbrances with interest thereon; Third to the payment of said indebtedness in full where the same shall or shall have matured at said sale, but no interest shall be collected beyond the date of sale, and; Fourth, the balance if any, to be turned over to said J.H. Tucker, and C.M. Tucker. Said mortgage further provided that the mortgagee, her agents or assigns might bid at said sale and purchaser said property, if the highest bidder therefor; and

WHEREAS, said lands described in said mortgage are situated in Shelby County, Alabama, and the law provides that the same be advertised for sale and sold in said County and the same was advertised for four consecutive weeks in the "Shelby County Democratic", a newspaper of general circulation in Shelby County, Alabama, in issues of February 10, 17, 24, and March 2, of 1944; and

WHEREAS said notice advertised said lands to be sold to the highest bidder for cash at public auction at the Court House Door of Columbiana, Alabama, during the public hours of sale on March 13, 1944; and

WHEREAS, S. A. Lokey was selected by said mortgagee as agent and auctioneer to make said sale; and,

WHEREAS, the said S. A. Lokey, in strict compliance with the powers of sale contained in said mortgage and pursuant to the terms outlined in said notice did offer for sale for cash, during the legal hours of sale on the 13th day of March, 1944, in front of the Court House Door at Columbiana, Alabama, the herein after described property; and

WHEREAS at said sale Mrs. Odelle W. Brown bid the sum of Four Hundred Thirty-Five and no/100 Dollars (\$435.00) which was the highest bid made at said sale and said bid was accepted after fair warning,

NOW THEREFORE, I, the said S. A. Lokey, as agent and auctioneer for Mrs. Odelle Baker Wingard now by Marriage Mrs. Odelle W. Brown, and as agent and auctioneer of the said J.H. Tucker and his wife, Pearl Tucker, and C.M. Tucker and his wife, Ola Tucker, for and in consideration of the premises and the sum of \$435.00, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to the said Odelle W. Brown the following described property, to-wit:

Beginning at the South West corner of Section 33, Township 21, Range 1 West and running in an Eastward Direction 881 feet to a stake which is the point of beginning; containing this Eastward direction with the section line 293.5 feet; thence in a Northerly direction 25 feet to the State Highway; thence along highway in a Westerly direction 390 feet and thence in a southerly

direction 85 feet to the point of beginning, containing one-third of an acre more or less. The North East Quarter of the South East Quarter of Section Thirty-two, Township Twenty-One, Range One West, being the land sold by Mrs. Sallie Moore to C.F. Holcomb by deed recorded in Office of the Probate Judge in Volume 31, on page 325 and by C.F. Holcomb and Birdie L. Holcombe by deed recorded in said office in volume 27 on page 381, and by Birdie L. Holcomb and C.F. Holcomb to D.J. Johnson on November 22, 1904, and by D.J. Johnson and Ella Johnson to Fred Hayes on the 23rd day of December, 1907.

The West Half of the South West Quarter, except one acre sold to Church, in Section 33, Township 21, Range 1 West, containing 79 acres more or less; and excepting property sold to R.C. Studivant in Vol. 100, page 6 as shown in Deed Recorded/in the Probate Office, described as follows : Starting at the South West corner of Section 33, Township 21, Range 1 West, and running in an Eastward Direction 881 feet; thence in a Northerly direction 140 feet to North side of Highway which is the point of beginning. Continue this Northerly direction 630 feet; thence in a Westerly direction 210 feet; thence in a Southerly direction 630 feet to North side of Highway and thence in a Easterly direction along highway to the point of beginning, containing three acres more or less. Situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, unto the said Odelle W. Brown her heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 13th day of March, 1944.

S. A. Lokey
Agent and Auctioneer

Odelle W. Brown
By S. A. Lokey
Agent and Auctioneer

J.H. Tucker
By S. A. Lokey
Agent and Auctioneer

Pearl Tucker
By S.A. Lokey
Agent and Auctioneer

C.M. Tucker
By S. A. Lokey
Agent and Auctioneer

Ola Tucker
By S.A. Lokey
Agent and Auctioneer

STATE OF ALABAMA

SHELBY COUNTY

I, L.C. Walker, Judge of the Probate Court, in and for said County, in said State, hereby certify that S. A. Lokey, whose name as agent and auctioneer, also agent and auctioneer for Odelle W. Brown, also agent for J.H. Tucker, and wife, Pearl Tucker, and C.M. Tucker and wife, Ola Tucker, is signed to the foregoing conveyance and who is known to me, acknowledged before me that being informed of the contents of this conveyance, he, in his capacity as such agent and auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13th day of March, 1944.

L.C. Walker,
Judge of Probate for
Shelby County, Alabama

Filed in the office of the Probate Judge the 18th day of March, 1944 at 3 o'clock P.M. and recorded in the Deed Record 118 on page 208 on this the 18th day of March, 1944.

L.C. Walker,
Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
\$ 50 Privilege Tax
has been paid on the within
instrument as required by
law.
L. C. WALKER,
JUDGE OF PROBATE