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STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, James C. Owens and wife Gertrude Owens did on April 2, 1942 execute and deliver to Arthur Carter and his wife Lena Carter a mortgage conveying the hereinafter described property, to secure the payment of an indebtedness of Eleven Hundred Forty-six and 8/100 Dollars with interest at 6 per cent per annum, as evidence by One hundred and fifteen promissary notes made April 2, 1942, each being for Ten Dollars except the last one which is for Six and 8/100 Dollars, the first note due May 2, 1942, and one on the second day of each succeeding month thereafter to and including the 2nd. day of November 1951, which said mortgage is recorded in the office of the Judge of Probate in and for said County in said state in Mortgage Book 190, at page 370; and;

WHEREAS default was made in the payment of the 25th. note which was due on May 2, 1944, the 26th. note due June 2, 1944 and the 27th. note which was due July 2, 1944; and

WHEREAS it is provided in and by said mortgage that "Should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale by publication in some newspaper published at Columbiana 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 of said County, in Columbiana, Ala., 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 amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said James C. Owens"; and

WHEREAS notice has been given for more than twenty one days by publication once a week for 3 consecutive weeks in the Shelby County Democrat, a paper published in Columbiana, in said County and State, of the time, place and terms of said sale to-wit at public auction to the highest bidder for cash on Monday August 21, 1944 within the legal hours of sale in front of the Courthouse door at Columbiana, Alabama; and

WHEREAS S.A. Lokey, was selected by said Mortgagees as agent and auctioneer to make said sale and did, in strict compliance with the powers of sale contained in said mortgage and pursuant of terms stated in said notice, offer for sale, for cash, during the legal hours of sale on the 21st. of August, 1944, in front of the Courthouse door at Columbiana, Alabama the hereinafter described property; and

WHEREAS At said sale Arthur Carter and Lena Carter bid the sum of Five Hundred and no/100, which was the highest bid made at said sale and said bid was accepted after fair warding,

NOW THEREFORE, I, the said S.A. Lokey, as agent and auctioneer for Arthur Carter and Lena Carter, Mortgagees and agent and auctioneer for James C. Owens and Gertrude Owens, Mortgagors for and in consideration of the premises and the sum of Five Hundred and no/100 Dollars, receipt of which is hereby acknowledged, ~~do hereby acknowledge~~, do hereby grant, bargain, sell, and convey to the said Arthur Carter and Lena Carter, share and share alike the following described real estate situated in Shelby County, Alabama to-wit:

The Southeast Quarter of the Northwest Quarter and the South half of the Northeast Quarter of the Northwest Quarter of Section 10, Township 21 Range 2 West containing sixty acres.

TO HAVE AND TO HOLD, unto the said Arthur Carter and Lena Carter, their heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 21st. day of August, 1944.

S.A. Lokey
Agent and Auctioneer

Arthur Carter
By S.A. Lokey
Agent and Auctioneer

Lena Carter
By S.A. Lokey
Agent and Auctioneer

James C. Owens
By S.A. Lokey
Agent and Auctioneer

Gertrude Owens
By S.A. Lokey
Agent and Auctioneer

STATE OF ALABAMA

SHELBY COUNTY

I, L.C. Walker, Judge of 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 Arthur Carter, as agent and auctioneer for Lena Carter, as agent and auctioneer for James C. Owens and agent and auctioneer for Gertrude Owens, 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 by the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 21st. day of August, 1944.

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

Filed in the office of the Probate Judge the 23rd day of August, 1944 at 3 o'clock P.M. and recorded in the Deed Record 119 on page 34 on this the 23rd day of August, 1944.

L.C. Walker,

NO TAX DUE ON THIS INSTRUMENT

Judge of Probate