

No Federal Stamps Cancelled on this Deed) # 7 47

D E E D

STATE OF ALABAMA

JEFFERSON COUNTY

THIS INDENTURE, made and entered into, on this the 24th day of January, 1923, by and between the undersigned, John W. McConnell as Mortgagee, and John W. McConnell of Bessemer, Alabama, party of the first part and John W. McConnell of Bessemer, Jefferson County, Alabama, party of the second part:

WITNESSETH-THAT

WHEREAS, a mortgage was executed to John W. McConnell on the 18th day of July, 1921, on certain real estate hereinafter described by J.H. Davis and wife, Ida Davis, and recorded in the Probate Office of Shelby County, Alabama, in Book 132 on pages 400-404, and;

WHEREAS, in and by said mortgage the said John W. McConnell, as Mortgagee, was authorized and empowered, in case of default in the payment of the debt secured thereby, to take possession of said real estate, and after giving notice of the time, place and terms of sale in some newspaper published in Columbiana, Alabama, once a week for three consecutive weeks, to sell the same at public outcry for cash, to the highest bidder, and which said mortgage provided that in case of sale under the power and authority contained in the same, said John W. McConnell, might bid at said sale and purchase said real estate, and;

WHEREAS default was made in the payment of said mortgage debt, at the maturity of same, and as it was provided said debt should be paid, and said real estate was advertised and sold in all respects as provided in said mortgage on the 24th day of January, 1923, after notice thereof, as provided in said mortgage for three consecutive weeks in The Peoples Advocate, a newspaper published in Columbiana, Shelby County, Alabama, at which said sale, John W. McConnell did become the purchaser, at and for the sum of \$415.00, this being the highest and best bid;

NOW THEREFORE, in consideration of the said premises and the sum of \$415.00 in hand paid to me, by the party of the second part, the receipt whereof is, upon delivery of these presents, hereby acknowledged, the said party of the first part has granted, bargained and sold and by these presents does grant, bargain, sell, and convey unto the said party of the second part, John W. McConnell, the following described real estate, to-wit:

"The NW 1/4 of NE 1/4 and nine (9) acres on the North end of the W 1/2 of NE 1/4 of NE 1/4 of Section 12, Township 21, South Range 1 West, containing 49 acres, more or less, situated in Shelby County, Alabama."

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described real estate unto the said John W. McConnell, his heirs and assigns, as fully and completely in all respects as the said party of the first part could or ought to convey the same under and by virtue of the power and authority invested in him by the terms of said mortgage.

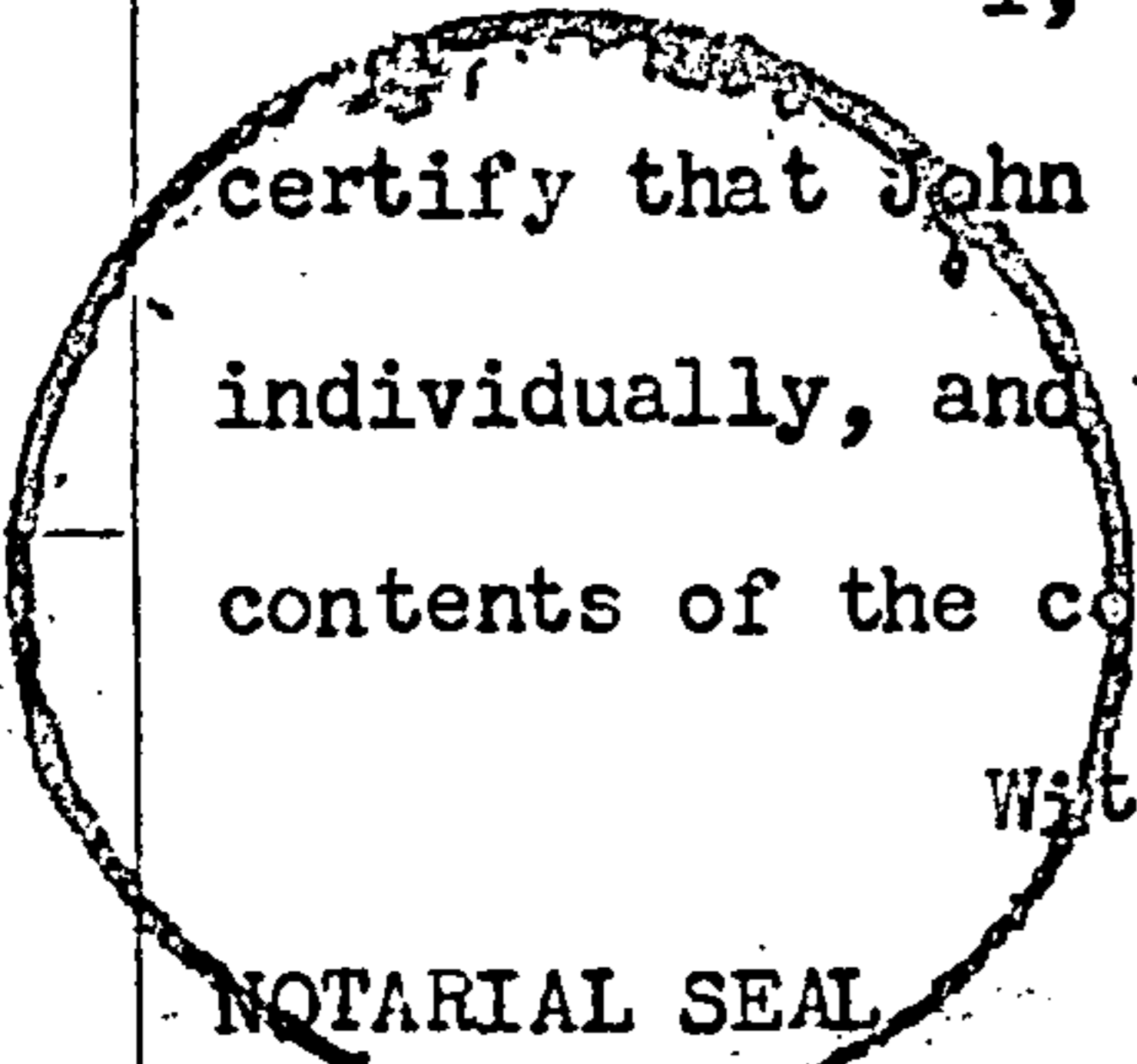
WITNESS OUR HANDS AND SEALS, this the 24th day of January 1923.

John W. McConnell (SEAL)
As Mortgagee.
John W. McConnell

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Wm. Hugh McEniry, a Notary Public in and for said County in said State, do hereby certify that John W. McConnell, whose name is signed to the foregoing conveyance as Mortgagee and individually, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he executed the same voluntarily, in said capacity on the day the same bears date.

Witness my hand and official seal, this the 15th day of December, 1945.
Wm. Hugh McEniry
Notary Public



NOTARIAL SEAL

Filed in the office of the probate Judge the 18th day of December, 1945 at 2 o'clock P.M. and recorded in the Deed Record 123 on page 235 on this the 18th day of December, 1945.

L.C. Walker,

Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
3.50 Privilege Tax
has been paid on the within
instrument as required by
law.

L. G. WALKER,
JUDGE OF PROBATE