

3233

STATE OF ALABAMA, }
SHELBY COUNTY....}

\$2.20 Federal Stamps.

Foreclosure Deed. First mtg. 1957.75
Fore. Mtg. 1800.00

THIS INDENTURE, made and entered into, on this the 21st. day of May, 1949, by and between the undersigned, Boston Thomas and wife, Sallie May Thomas, of Shelby County, Alabama, party of the first part; and, Pearl B. Crawford, of Shelby County, Alabama, party of the second part.,

WITNESSETH: That whereas, a mortgage was executed on the 7th day of July, 1947, by Boston Thomas and wife, Sallie May Thomas, to Pearl B. Crawford, on certain real estate hereinafter described, which said mortgage is recorded in Mortgage Record, Book No. 200, on page 102, in the office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, in and by the terms of said mortgage, said Pearl B. Crawford was authorized and empowered, in case of default in the payment of any installment of the indebtedness secured therein, was authorized to take possession of said premises therein described, and after giving twenty days' notice by publication once a week for three successive weeks giving notice of the time, place and terms of sale, in some newspaper published at Columbiana, Alabama, to sell said real estate to the highest bidder for cash at public auction at Columbiana, Alabama; and,

WHEREAS, notice of the time, place, and terms of sale was given by publication for twenty days by publishing notice of such sale, and the time, place, and terms thereof for once a week for three consecutive weeks in the Shelby County Reporter Democrat, a newspaper published at Columbiana, in Shelby County, Alabama, before said sale, and all in accordance with the terms and provisions set forth in said mortgage and as further provided by the statute laws of the State of Alabama; and,

WHEREAS, default was made in the payment of said mortgage indebtedness at the maturity of same, and said property was advertised, as set forth above, and in all respects as provided for by the terms of said mortgage and the statute law of the State of Alabama, after notice having been given thereof, as aforesaid, and at which said sale Pearl B. Crawford did become the purchaser. at and for the sum of Nineteen Hundred Fifty-Seven & 75/100 (\$1957.75) Dollars, this being the highest and best bid therefor, the said Pearl B. Crawford, the mortgagee therein, being authorized under the terms of said mortgage to buy said property at said sale, and the Auctioneer crying said sale, who was Paul O. Luck a practising attorney of Columbiana Alabama, is authorized to execute title to the purchaser:

NOW, THEREFORE, in consideration of the premises, and the further sum of One Dollar in hand paid to Paul O. Luck, who was heretofore duly and legally authorized to act as Auctioneer Crying said sale, and duly appointed Agent to sell said Lands by said Pearl B. Crawford, and being under the terms of said mortgage, the Agent of the party of the first part, and also, being the Agent of the party of the second part herein named, the receipt whereof, upon the 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 party of the second part, Pearl B. Crawford, the following described real estate situated in Shelby County, Alabama, to wit:

A PART OF A CERTAIN LOT, OR PARCEL of land in Section 16, Township 22, Range 2 West, in the Town of Calera, Alabama, fronting 45 feet on the East side of the south and North Alabama Railroad, being now the Louisville and Nashville Railroad Company, and being parts of the Land deeded to John A. Campbell and T.P. Wagner by T.J. Whatley and wife.

Also, a part of the lot deeded to S.J. Jennings by said Campbell and Wagner, and there being a wooden frame building thereon containing 4 rooms and a large hall, said lot being bounded on the North by G.T. Lee's lot, and on the East by T.J. Whatley lot, and on the South by Robert Christian lot, and on the West by the right of way of the South and North Alabama Railroad right of way, now being the Louisville and Nashville Railroad right of way, said lot running back from West boundary, namely, the East right of way line of the Louisville and Nashville Railroad Company's right of way and running back East of uniform width a distance of 150 feet, all situated in the Town of Calera, in Shelby County, Alabama.

TO HAVE AND TO HOLD, the above described property unto the said Pearl B. Crawford, the party of the second part, and unto her 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 vested in them by the terms of said mortgage and the laws of the State of Alabama.

IN WITNESS WHEREOF, We, Boston Thomas and wife, Sallie May Thomas, have hereunto set our hands and seals. by Paul O. Luck, as Auctioneer, and duly authorized agent, under the terms and provisions of said mortgage. on this the 21st day of May, 1949.

Boston Thomas (SEAL)
Mortgagor.

BY. Paul O. Luck,
As Auctioneer.

Sallie May Thomas (SEAL)
Mortgagor.
By Paul O. Luck (SEAL)
As Auctioneer

Pearl B. Crawford (SEAL)
Mortgagee

By Paul O. Luck, (SEAL)
As Auctioneer.

Paul O. Luck, (SEAL)
As Auctioneer Crying Said Sale.

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$52.00 Privilege Tax
has been paid on the with-
in instrument as required
by law.
L. C. WALKER,
JUDGE OF PROBATE

THE 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 Paul O. Luck, whose name as Auctioneer 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 his capacity, as such Auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 21st day of May, 1949.

L.C. Walker, Judge of the Probate Court.

