2399

($2.75 Federal Stamps Cancelled on this Deed)

STATE OF ALABAMA

SHELBY COUNTY

THIS INDENTURE, entered into this 19th day of January, 1950 between the undersigned J.B. Woodward and wife Mary G. Woodward, parties of the first part, by Joe H. Bynum, as Auctioneer and Attorney-in-fact for the said J.B. Woodward and wife, Mary G. Woodward and Mrs. Theodosia McLeod Coker, a widow, party of the second part;

WITNESSETH, That:

WHEREAS, a mortgage was executed on the 18th day of January, 1949 by J.B. Woodward and wife, Mary G. Woodward, to Mrs. Theodosia McLeod Coker, on certain property hereinafter described, which mortgage is recorded in Volume 206 at page 542 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, by the terms of the mortgage, the said Mrs. Theodosia McLeod Coker, her heirs or assigns was authorized and empowered, in case of default in the payment at maturity of the debt secured thereby, or any installment thereof, or the interest thereon, to declare the entire indebtedness due and to take possession of said property, and after giving notice of the time, place and terms of sale in some newspaper published in the county wherein the property is located, once a week for three successive weeks, to sell the same at public outcry, for cash, to the highest bidder, and the mortgage provided that in case of a sale, under the power and authority therein contained, the mortgagee, here heirs or assigns, could become the purchaser and the auctioneer selling said property was authorized and empowered to execute title to the purchaser at said sale; and

WHEREAS, default was made in the payments due, as provided by the terms of the mortgage, at the maturity of same, and after such default said property was advertised and sold, before the main entrance to the Court House in the City of Columbiana, Alabama, in all respects, as provided by the mortgage, on the 19th day of January, 1950, after notice thereof, as provided in the mortgage, for three successive weeks in the Shelby County Reporter-Democrat, a newspaper published in Shelby County, Alabama, in the issues of December 29, 1949, January 5, 1950, and January 12, 1950, at which said sale the said Mrs. Theodosia McLeod Coker became the purchaser at and for the sum of Two Thousand Four Hundred Eighty Five Dollars and Fifty Eight Cents ($2,485.58) this being the highest and best bid.

NOW, THEREFORE, in consideration of the premises and of the sum of Two Thousand Four Hundred Eighty Five Dollars and Fifty Eight Cents ($2,485.58) in hand paid by the said party of the second part, receipt whereof is acknowledged by the delivery of these presents, the said parties of the first part do grant, bargain, sell and convey unto Mrs. Theodosia McLeod Coker, the following described property, situated in Shelby County, Alabama, to-wit:

A part of Lot 36 and 37 according to the original plan of Montevallo, Alabama, described as beginning at a point on the NE side of Middle Street which point is 148 feet South of the SE line of Main or Broad Street, thence run SE along the NE side of Middle Street 50 feet, thence NE and parallel with Main Street 150 feet to the NE line of Lot 36, thence NW and parallel with Middle Street 50 feet, thence SW and parallel with Main Street 150 feet to the point of beginning, said property being located in the Derby Hotel and Restaurant at Montevallo, Alabama, together with personal property described in said mortgage,

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mrs. Theodosia McLeod Coker, her heirs or assigns, as fully and completely, in all respects, as the said Auctioneer and Attorney-in-fact could or ought to convey the same, under and by virtue of the power and authority vested in him by the terms of the mortgage.

IN WITNESS WHEREOF, the said J.B. Woodward and wife, Mary G. Woodward, by Joe H. Bynum, Auctioneer and Attorney-in-fact, have hereunto set their hands and seals on this the 19th day of January, 1950.

J.B. Woodward
By Joe H. Bynum
Auctioneer and Attorney-in-Fact

Mary S. Woodward
By Joe H. Bynum
Auctioneer and Attorney-in-Fact

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority in and for said State and County, do hereby certify that Joe H. Bynum, whose name is signed to the foregoing conveyance as Auctioneer and Attorney-in-Fact, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Auctioneer and Attorney-in-Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of January, 1950.

Thomas Coleman

Notary Public NOTARIAL SEAL

STATE OF ALABAMA

JEFFERSON COUNTY

The undersigned Mrs. Theodosia McLeod Coker, a widow, hereby certifies that Joe H. Bynum, of Birmingham, Alabama, was by her duly appointed to act as auctioneer and conduct the mortgage foreclosure sale on January 19, 1950, under the terms of the mortgage from J.B. Woodward and wife, Mary G. Woodward, to Mrs. Theodosia McLeod Coker, which mortgage is recorded in Volume 206 at page 542 in the office of the Judge of Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, the said Mrs. Theodosia McLeod Coker has hereunto set her hand and seal on this the 19th day of January, 1950.

Mrs. Theodosia McLeod Coker

Sworn to and subscribed before me this 19th day of January, 1950.

Thomas Coleman, Notary Public
NOTARIAL SEAL

Filed in the office of the Probate Judge the 27th day of January, 1950 at 10 o'clock A.M. and recorded in the Deed Record 141 on page 213 on this the 27th day of January, 1950.

L.C. Walker,

Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that
$ .50 Mortgage Tax
has been paid on this with
in instrument as required
by law.
L. C. WALKER,
JUDGE OF PROBATE