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THE STATE OF ALABAMA

THE COUNTY OF JEEFERSON:

THIS INDENTURE, made and entered into this 22nd day of April, 1946, be and between Theodore Swann and wife, Catherine D. Swann, acting by and through John W. Lapsley, as Auctioneer and Attorney in Fact (under and pursuant to power of sale contained in the hereinafter mentioned mortgage) as parties of the first part, and T.C. King, as party of the second part.

WITNESSETH:

WHEREAS, on the 25th day of July, 1944, said Theodore Swann and wife, Catherein D. Swann, executed to Claude H. Grayson a mortgage conveying the hereinafter described property, to secure a certain indebtedness mentioned and described in said mortgage, which mortgage is recorded in Mortgage Record 3537, page 165 in the office of the Judge of Probate of Jefferson County, Alabama, and in Mortgage Record 195, page 104, in the office of the Judge of Probate of Shelby County, Alabama; and,

WHEREAS, on November 5th, 1945, said mortgage, the indebtedness secured thereby and the property conveyed therein were transferred, assigned and conveyed by said Claude H. Grayson to T.C. King, as shown by transfer recorded in Mortgage Record 3656, page 80, in the office of the Judge of Probate of Jefferson County, Alabama, and in Deed Record 123, page 118, in the office of the Judge of Probate of Shelby County, Alabama, and

WHEREAS, in and by the terms of said mortgage in the event of default in the payment of the indebtedness thereby secured, or any part thereof, or interest thereon, or in the repayment of any sum expended by the mortgagee under the authority of any of the provisions of said mortgage, the mortgagee (or transferee) was expressly authorized at his option to declare the entire indebtedness thereby secured to be due and payable and said mortgage subject to foreclosure, notice of the exercise of such option being expressly waived, and with or without taking possession of said property, to sell the same before the County Court House door in Birmingham, Jefferson County, Alabama, at public outcry for cash, after first giving notice of the time, place and terms of sale by publication once a week for three consecutive weeks prior to said sale in a newspaper published in said City; and in the event of such sale, the mortgagee (or transferee) or auctioneer at such sale was authorized for and in the name of the said mortgagors to execute a good and sufficient deed conveying said property to the purchaser at such sale; and the mortgagee (or transferee) was therein expressly authorized to bid and become the purchaser of the mortgaged property at any foreclosure sale thereunder; and

WHEREAS, default having been made in the payment of the indebtedness secured by said mortgage, and such default continuing, the said T.C. King, as such transferee, duly declared the entire indebtedness secured by said mortgage to be at once due and payable, and pursuant to said power of sale and after giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale, in the Birmingham Age-Herald, a newspaper published in Birmingham, Jefferson County, Alabama, including in said notice a description of said mortgaged property, said T.C. King, as such transferee, under and by virtue of the power of sale contained in said mortgage and pursuant to said notice and on the day set for said sale, offered said mortgaged property for sale before the County Court House door in Birmingham, Jefferson County, Alabama, at public outcry to the highest bidder for cash within the legal hours of sale on Monday, the 22nd day of April, 1946; and

WHEREAS, John W. Lapsley was the Auctioneer at said sale; and

WHEREAS, at said sale the said T.C. King bid the sum of Twenty Thousand (\$20,000.00) Dollars cash, which was the highest and best bid thereof at said sale, and said property was thereupon knocked down and sold to said T.C. King at and for the amount of said bid.

NOW THEREFORE, in consideration of the premises and in consideration of the payment by said T.C. King of the amount of said bid namely, Twenty Thousand (\$20,000.00) Dollars in cash, the said Theodore Swann and wife, Cathereine D. Swann, acting by and through said John W. Lapsley, as such Auctioneer and Attorney in fact, under and pursuant to the power of sale contained in said mortgage, hereby grant, bargain, sell and convey unto said T.C. King, the party of the second part, as the purchaser at said sale, the property described in and conveyed by said mortgage, namely; The following described real estate situated in Shelby County and Jefferson County, State of Alabama namely:

FEE: SIMPLE

PARCEL 1: SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 19, Township 18, Range 1 West.

PARCEL 2: NW $\frac{1}{4}$, NW $\frac{1}{4}$ of SW $\frac{1}{4}$, and all that part of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ lying North and West of the Columbiana Road, all in Section 30, Township 18, Range 1 West.

PARCEL 3: N $\frac{1}{2}$ of NE $\frac{1}{4}$, SW $\frac{1}{4}$ of NE $\frac{1}{4}$, and N $\frac{1}{2}$ of SE $\frac{1}{4}$, all in Section 30, Township 18, Range 1 West.

PARCEL 4: N $\frac{1}{2}$ of NW $\frac{1}{4}$, SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$, all in Section 29, Township 18, Range 1 West.

PARCEL 5: NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and all that part of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying East of the Little Cahaba River, all in Section 24, Township 18, Range 2 West, Also 5 acres in the NW corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 25, Township 18, Range 2 West, described as follows: Beginning at the NE corner of said section, thence run in a Southerly direction along the East boundary of said Section 250.34 feet, thence run West parallel with the North boundary of said section 870 feet, thence North parallel with the East boundary of said section 250.34 feet to the North boundary of said section, and run thence along said North boundary 870 feet to the point of beginning.

PARCEL 6: SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 30, Township 18, Range 1 West; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 29, Township 18, Range 1 West; excepting therefrom minerals and mining rights and privileges heretofore reserved.

PARCEL 7: NE $\frac{1}{4}$, SE $\frac{1}{4}$ of NW $\frac{1}{4}$, NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$, all in Section 24, Township 18, Range 2 West, excepting therefrom minerals and mining rights and privileges heretofore reserved.

PARCEL 8: A tract of land located in the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 24, Township 18 South, Range 2 West described as follows: Begin at the Southeast corner of said quarter-quarter section; thence in a Westerly direction along the Southern boundary thereof 826.13 feet, thence turning an angle of 130 degrees and 40 minutes to the right in a North-easterly direction 1230.5 feet to intersection with the Eastern boundary of said quarter-quarter section; thence in a Southerly direction along said Eastern boundary 933.6 feet to point of beginning; said tract of land having an area of 8.9 acres more or less, excepting therefrom minerals and mining rights and privileges heretofore reserved.

PARCEL 9: A tract of land located in the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 24, Township 18 South, Range 2 West, described as follows: Begin at the Southeast corner of said quarter-quarter section; thence in a Westerly direction along the Southern boundary thereof 930.1 feet, thence turning an angle of 134 degrees and 41 minutes to the right in a Northeasterly direction 1293.4 feet to intersection with the Eastern boundary of said quarter-quarter section; thence in a Southerly direction along said Eastern boundary 920.5 feet to point of beginning; said tract of land having an area of 9.8 acres more or less, excepting therefrom minerals and mining rights and privileges heretofore reserved. All of said parcels containing 1,125 acres more or less.

There is excepted from this conveyance the timber and timber rights reserved in deed from Claude H. Grayson and wife, to Theodore Swann, dated July 25, 1944, reference to which deed is *here made and which deed is* recorded in Deed Record 3524, page 291, in the office of the Judge of Probate of Jefferson County, Alabama.

It is intended hereby to convey and there is hereby conveyed to the party of the second part all of the property described in and conveyed by said mortgage, reference to which is here made for a more particular and accurate description thereof.

TO HAVE AND TO HOLD said property, together with all of the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the same party of the second part, his heirs and assigns, as fully and completely as the same is authorized to be conveyed to such purchaser under and by virtue of the power of sale contained in said mortgage.

IN WITNESS WHEREOF, the parties of the first part, the said Theodore Swann and wife, Catherine

D. Swann, acting by and through John W. Lapsley as such Auctioneer and Attorney in fact, hereunto set their names and affix their seals on this the day, month and year first hereinabove written.

WITNESS:

Katy May Davis

(\$22.00 Federal Stamps cancelled on this Deed)

Theodore Swann (Seal)

By John W. Lapsley
As Auctioneer and Attorney in fact

Catherine D. Swann (Seal)

By John W. Lapsley
As Auctioneer and Attorney in Fact.

THE STATE OF ALABAMA

THE COUNTY OF DALLAS

I, Katy May Davis, a Notary Public, hereby certify that John W. Lapsley, whose name as Auctioneer and attorney in fact for Theodore Swann and whose name as Auctioneer and Attorney in Fact for Catherine D. Swann, 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 and Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 23rd day of April, 1946.

Katy May Davis

Notary Public, Dallas County, Alabama

NOTARIAL SEAL

Filed in office for record this the Apr. 30, 1946 and duly recorded in Vol. Deed 3734 Page 162.

Eugene H. Hawkins, Judge of Probate

THE STATE OF ALABAMA

JEFFERSON COUNTY

PROBATE COURT

I, the Undersigned, as Judge of the Court of Probate, in and for said County, in said State, hereby certify that the foregoing contains a full, true and correct copy of the FORECLOSURE DEED FROM Theodore Swann and wife, Catherine D. Swann to T.C. King, with the filing of same as appears of record in this office in Vol. 3734 Record of Deeds, on page 162.

Given under my hand and official seal, this the 30th day of August, 1950.

Tom C. Garner, Judge of Probate

Filed in the office of the Probate Judge on the 30 day of August, 1950 at 4 P.M. and recorded in Deed Record 142 on page 435 this the 31 day of August, 1950.

L.C. Walker, Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$ None Privilege Tax
has been paid on the with-
in instrument as required
by law.

L. C. WALKER,
JUDGE OF PROBATE

