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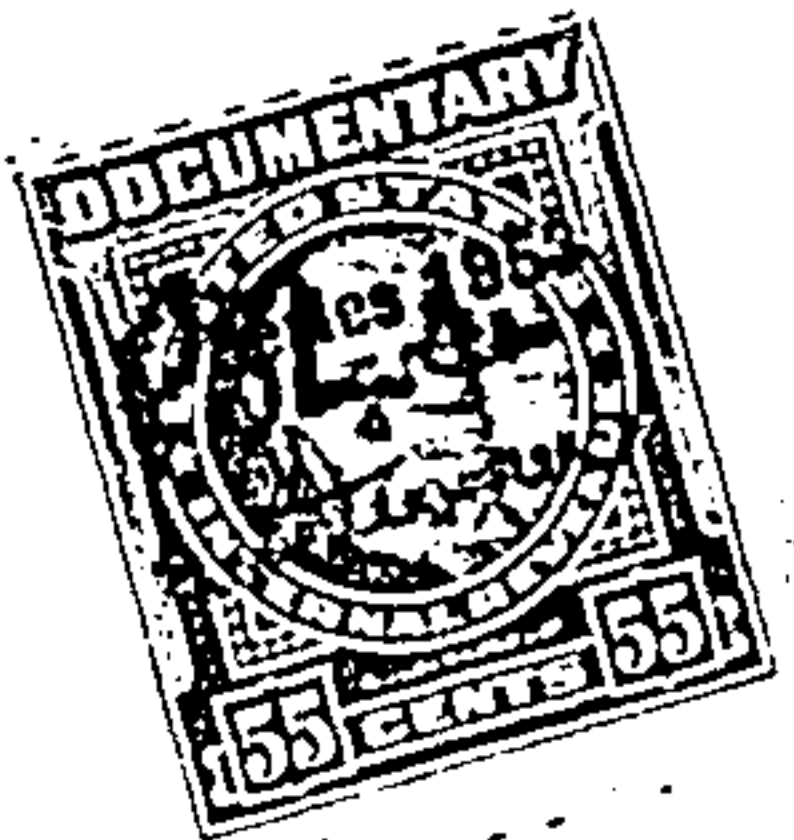
BOOK 173 PAGE 412

STATE OF ALABAMA, X
SHELBY COUNTY.....X

THIS INDENTURE, made and entered into on this, the 14th. day of April, 1956, by and between the undersigned, J.T. Johnson and wife, Ethel Johnson, as mortgagors, and Nellie Vogalo, as Mortgagee, PARTY OF THE FIRST PART; and, Nellie Vogalo, PARTY OF THE SECOND PART,

WITNESSETH: THAT WHEREAS, a mortgage was executed on the 16th. day of February, 1955, by J.T. Johnson and wife, Ethel Johnson, to Nellie Vogalo, conveying certain real estate hereinafter described, and which said mortgage is recorded in Mortgage Record Volume 237, on page 16, in the office of the Judge of Probate of Shelby County, Alabama; and,

WHEREAS, in and by virtue of the terms of said mortgage, the said Nellie Vogalo, as Mortgagee, was authorized and empowered, in case of default in the payment, at maturity, of the debt secured by the terms of the said mortgage, and default having been made in the payment of said indebtedness at the time the same became due, then the said Mortgagee was authorized to take possession of said real estate, and after giving notice of the time, place, and terms of said sale in some newspaper published at Columbiana, in Shelby County, Alabama, once a week for three successive weeks, prior to the date of the sale thereof, said notice to be published for a period of twenty-one days prior to said sale; and said notice having been published in The Shelby County Reporter in the issues of March 15, March 22nd., and March 29th., 1956, to sell the said lands to the highest bidder at public auction in front of the Courthouse door in Columbiana, Alabama, to the highest bidder for cash, and which said mortgage further provided that in case of the sale under the terms of the said mortgage, that the Mortgagee was permitted to buy said real estate at said sale, and that the Auctioneer crving the said sale was authorized to execute a deed conveying title to said purchaser; that the Auctioneer selling said property was Paul O. Luck, an attorney of Columbiana, Alabama; and,



WHEREAS, default was made in the payment of said mortgage indebtedness at maturity of the same, and under the terms of the said mortgage, and under the laws of the State of Alabama, said real estate was advertised and sold, in all respects as provided in said mortgage, and under the statutory law of the State of Alabama, after giving twenty-one days' notice of said sale by publication once a week for three consecutive weeks in The Shelby County Reporter, a newspaper published at Columbiana, Alabama, giving notice of the time, place, and terms of said sale, and that on the 14th. day of April, 1956, said sale was made in front of the Courthouse door of Shelby County, Alabama, in Columbiana, Alabama, at public outcry to the highest bidder for cash within the hours of legal sale at which sale Nellie Vogalo became the purchaser of said lands at and for the sum of Eighteen Hundred Fifty-Two and 20/100 Dollars, this being the highest and best bid:

NOW, THEREFORE, in consideration of the premises and the further consideration of the sum of Eighteen Hundred Fifty-Two and 20/100 Dollars, in hand paid to Paul O. Luck, as Auctioneer, and Attorney in Fact, who was employed by the Mortgagee herein to foreclose said mortgage, the receipt whereof is, upon the delivery of these presents, hereby acknowledged, the said Party of the First Part, by Paul O. Luck, as Auctioneer and Attorney in Fact, by these presents, does grant, bargain, sell and convey unto the Party of the Second Part, Nellie Vogalo, the following described real estate situated in Shelby County, Alabama, to-wit:

That part of the Northeast Quarter of the Northwest Quarter of Section 29, Township 19, Range 1 East, more fully described as follows-
to-wit: Beginning at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 29, Township 19, Range 1 East, and running thence North 200 feet; run thence East 164 feet; run thence South 200 feet; run thence West ^{164 feet} to the point of beginning, and all situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, the above described real estate unto the said Nellie Vogalo, the Party of the Second Part, and unto her heirs and assigns as fully and completely, in all respects, as said Party of the First Part could, or ought to convey the same under and by virtue of the power and authority vested by the terms of the said mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, on this the 14th. day of April, 1956.

J. J. Johnson (SEAL).
BY Paul O. Luck
As Auctioneer and Attorney in Fact.

Ether Johnson (SEAL):
BY Paul O. Luck
As Auctioneer and Attorney in Fact.

Nellie Vogalo (SEAL).
BY Paul O. Luck
As Auctioneer and Attorney in Fact.

P (SEAL).
BY _____

Paul O. Luck
As Auctioneer and Attorney in Fact.

STATE OF ALABAMA, X
SHELBY COUNTY.....X

I, L. C. Walker, Judge of Probate, in and for said County, in said State, hereby certify that Paul O. Luck, whose name as Auctioneer and Attorney in Fact, 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 this conveyance, he, in his capacity as such Auctioneer conducting said sale, and as such Attorney in Fact, as aforesaid, executed the same voluntarily on the day the same bears date.

Given under my hand, this the 14th. day of April, 1956.

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

STATE OF ALABAMA, SHELBY COUNTY
I, L. C. Walker, Judge of Probate, hereby certify that the within Instrument was filed for record the 21 day of April 1956 at 11 o'clock P. M. and recorded in Book 179 Page 414 and the Mortgage Tax of 50 Deed Tax of 50 has been paid.

Judge of Probate