

2599

STATE OF ALABAMA,
SHELBY COUNTY.....

BOOK 195 PAGE 375

THIS INDENTURE, made and entered into on this the 30th. day of January, 1954, by and between the undersigned, Mrs. Jewell Bragg and husband, Earnest Bragg, mortgagors, and Lloyd W. Chesser, Mortgagee, of the County of Shelby, in the State of Alabama, party of the first part, and George Erwin, party of the second part,

WITNESSETH: THAT WHEREAS, a mortgage was executed on the 17th. day of April, 1953, by Mrs. Jewell Bragg and husband, Earnest Bragg of Shelby County, Alabama, to Lloyd W. Chesser on certain real estate hereinafter described, which said mortgage is recorded in Mortgage Record Volume 227, on page 209, in the office of the Judge of Probate of Shelby County, Alabama; and,

WHEREAS, in and by the terms of said mortgage, the said Lloyd W. Chesser, the mortgagee, was authorized and empowered, in case of default in the payment at maturity of the debt secured thereby, 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, Alabama, once a week for three successive weeks, prior to the date of sale thereof, said notice to be for a period of twenty-one days prior to said sale, to sell the same in front of the Court House door of Shelby County, Alabama, at public outcry to the highest bidder for cash, and which said mortgage provided that in case of a sale under the power and authority contained in said mortgage, and the Auctioneer selling said property be authorized and empowered to execute title to the purchaser at said sale; and,

WHEREAS, default was made in the payment of said mortgage debt, at the maturity of the same, and said property was advertised and sold in all respects as provided in said mortgage, after giving twenty-one days' notice of said sale by publication once a week for three successive weeks of the time, place, and terms of sale by publishing said notice in The Shelby County Reporter-Democrat, a newspaper published at Columbiana, Alabama, and that on the 30th. day of January, 1954, said sale was made in front



of the Court House door of Shelby County, Alabama, at public outcry to the highest bidder for cash, at which said sale George Erwin did become the purchaser at and for the sum of Five Hundred Dollars, this being the highest and best bid :

NOW, THEREFORE, in consid ration of the premises and the sum of Five Hundrêd (\$500.00) Dollars in hand paid to Paul O. Luck, who was employed by Lloyd W. Chesser to foreclose said mortgage, by the said party of the second part, the receipt whereof is, upon the delivery of these presents, hereby acknowledged, the said party of the first part, by Paul O. Luck as Attorney, and Auctioneer making said sale, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey unto the party of the second part, George Erwin, the following described real estate situated in Shelby County, Alabama, to wit:

A tract of land situated in the Northwest Quarter of the Southeast Quarter of Section 17, Township 19, Range 1 West in Shelby County, Alabama, described as follows: Beginning at a point on the East line of said Northwest Quarter of the Southeast Quarter of said Section 17, at a point 330 feet North of the Southeast Corner of said forty acres; run thence West and parallel with the South line of said forty acres a distance of 660 feet; run thence North and parallel with the East line of said forty acres a distance of 660 feet: thence East 660 feet to the East line of said forty; run thence South 660 feet to the point of beginning, all situated in Shelby County, Alabama, together with all and singular the hereditaments and tehements and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, the above described real estate unto the said George Erwin, the party of the second part, and unto 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 vested by the terms of said mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 30th. day of January, 1954.

Mrs. Jewell Bragg (Seal).
BY Paul O. Luck
As Attorney and Auctioneer.

Earnest Dragg (SEAL)

BY Paul O. Luck
As Attorney and Auctioneer.

Loy W. Chesser (SEAL).

BY Paul O. Luck
As Attorney and Auctioneer.

Paul O. Luck (SEAL).
As Attorney and Auctioneer

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

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

Given under my hand, this the 30th day of January, 1954.

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 _____ was filed in this office for record the _____ day of _____ 1954 at 2 o'clock _____ M, and recorded in _____ Record _____ Page _____ examined _____ and the Mortgage Tax of \$ _____ Deed Tax of \$ _____ has been paid. _____ Judge of Probate
Fee \$ _____

Deed to ... 50 ...