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BOOK 191 PAGE 26

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS: That,

SHELBY COUNTY)

WHEREAS, Julia B. Greene, a widow, and Virgil O. Greene and wife, Roslyn Greene did on the 12th day of May, 1955, execute a mortgage to Herman N. Hulsey, which said mortgage was recorded in Volume 238, page 299, in the Probate Office of Shelby County, Alabama, and conveyed the hereinafter described property; and

WHEREAS, in and by said mortgage the said Julia B. Greene, Virgil O. Greene and Roslyn Greene agreed that should default be made in the payment of the indebtedness secured by said mortgage, or the interest thereon, when the same became due, or in the payment of any other sum which may be a charge upon the property described in the mortgage, under the terms thereof, then in either of said events the whole of the indebtedness secured thereby should, at the election of the mortgagee, become due and payable, and the said Herman N. Hulsey, his heirs, agents, attorneys or assigns, were authorized and empowered to enter upon and take possession of the premises conveyed in said mortgage, and with or without taking possession of same, to sell the property described in said mortgage, make and execute title to the purchaser, and apply the proceeds of said sale according to the terms of said mortgage; and

WHEREAS, default was made in the payment of the indebtedness due under and secured by the terms of said mortgage, and in the payment of sums which were a charge upon the property, and the said Herman N. Hulsey, mortgagee did declare the whole of said indebtedness due and payable under the terms of said mortgage; and

WHEREAS, the said Herman N. Hulsey did foreclose said mortgage in Shelby County after publication of notice in a newspaper in Shelby County as shown by foreclosure deed dated December 4, 1957 and recorded in Vol. 190, page 275 in the Probate Office of Shelby County, Alabama; and

WHEREAS, although the property, conveyed by said mortgage is located in Shelby County, said mortgage provided that the power of sale upon default should be exercised by the mortgagee after publication in some newspaper published in Birmingham and by public auction in front of the courthouse door in Birmingham, Alabama; and

WHEREAS, the said Herman N. Hulsey did advertise the foreclosure of said mortgage and the sale of the property conveyed therein by publication once a week for three consecutive weeks in the Birmingham News, viz., on December 7, 14, 21, 1957, giving the time, place and terms of said sale; and

WHEREAS, on the sixth day of January, 1958, during the legal hours of sale, according to the terms of said advertisement, said sale was held in

front of the court house door of Jefferson County, at Birmingham, Alabama, in strict conformity with the terms of said mortgage, and the said Herman N. Hulsey did purchase said property at and for the sum of \$2812.24, being the highest, best and only bidder at said sale, and being allowed by the terms of said mortgage to bid at said sale and become the purchaser, if the successful bidder thereat;

NOW, THEREFORE, in consideration of the premises and the further sum of One Dollar (\$1.00) in hand paid by Herman N. Hulsey to the undersigned, the receipt of which is upon the delivery of these presents hereby acknowledged, the said Herman N. Hulsey, as Mortgagee, by George Peach Taylor, his duly authorized Auctioneer and Agent, in strict compliance with the terms of said mortgage, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey unto the said Herman N. Hulsey the following described property, situated in Shelby County, Alabama, to-wit:

All that part of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 20, Township 21, Range 1 East, lying south and east of Mardis Ferry Road and west of the road leading from the Mardis Ferry Road to the house of L. M. Templin.

Also, the N $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 20, Township 21, Range 1 East, except that part lying east of the road leading from the Mardis Ferry Road to the house of L. M. Templin, Shelby County, Alabama.

Also the following personal property now on said premises: Youngstown steel cabinet sink; table-top gas cooking range; gas hot water heater; 3 gas space heaters; 300-gallon Butane gas tank; jet water pump (electric) and water system, all buildings, fences, timber and fruit trees thereon.

TO HAVE AND TO HOLD unto the said Herman N. Hulsey, his heirs and assigns, as fully and complete, in all respects as the said George Peach Taylor could or ought to convey the same by reason of the power of attorney vested in him as Auctioneer and Agent of the said Herman N. Hulsey, Mortgagee, under and by virtue of the terms of said mortgage.

WITNESS my hand and seal, this the 6th day of January, 1958.

HERMAN N. HULSEY, Mortgagee

By George Peach Taylor
Auctioneer and Agent

STATE OF ALABAMA
SHELBY COUNTY

I, Martha L. Jones, a Notary Public in and for said County, in said State, hereby certify that George Peach Taylor, whose name as Auctioneer and Agent of Herman N. Hulsey, Mortgagee, 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 Agent, and with full authority, executed the same voluntarily on the day the same bears date.
Given under my hand and official seal, this the 6 day of January, 1958.

Martha L. Jones
Notary Public

State of Alabama, Shelby County
I, L. C. Walker, Judge of Probate hereby certify that the within
day of Jan 1958 at 6 o'clock A. M. and recorded in Book 191 Page 26 & examined
and the Mortgage Tax of \$ and the Deed Tax of \$ was filed in this office for record the 8
Judge of Probate