

2631

KNOW ALL MEN BY THESE PRESENTS, That Whereas default has been made in the payment of debt secured by that certain mortgage executed and delivered by Joe Pinkney to Will Evans on the 23rd day of May 1931, which said Mortgage is recorded in the office of the Judge of Probate for Shelby County, Alabama in Mortgage Record 168 at page 114; and

WHEREAS, Said mortgage provides that if Mortgagor fails to pay said notes in whole or in part at maturity then the entire indebtedness secured by said Mortgage should become due and payable and the Mortgagee, his agent or assign are authorized to take possession of said property after giving thirty days notice by posting notice in three public places in Shelby County, Alabama to sell the same at public auction to the highest bidder for cash in front of the Court House door at Columbiana, in Shelby County, Alabama and the proceeds to be devoted first to paying the expenses of advertising and selling and the payment of a reasonable attorney's fee for foreclosing mortgage and second to payment of balance that may be due on said note and the surplus, if any, to be turned over to Mortgagor. Said mortgage also authorizes mortgagee to bid for said property and become the purchaser at said sale; and

WHEREAS, default has been made in payment of notes secured by said mortgage and there is a balance due on total indebtedness, including principal and interest of One Hundred Ten Dollars; and

WHEREAS, Mortgagee elected to foreclose said mortgage as provided in the terms thereof and did on the 28th day of February, 1959, post notices of foreclosure sale at three public places in Shelby County, Alabama to-wit: Bulletin Board in the Shelby County Court House; Bulletin Board in the Post Office at Columbiana, Alabama; and Bulletin Board in the City Hall in Columbiana, Alabama. Said notices gave the description of the property and the time and place of the sale as during the legal hours of sale on March 28, 1959 in front of the Court House door in Columbiana, Alabama; and

WHEREAS, W. W. Rabren was selected by said mortgagee as agent and auctioneer to make said sale; and

WHEREAS, The said W. W. Rabren in strict compliance of the powers of sale contained in said mortgage and pursuant to the terms outlined in said



notices did offer for sale for cash during the legal hours of said on March 28, 1959 in front of the Court House Door in Columbiana, Shelby County, Alabama the hereinafter described property; and

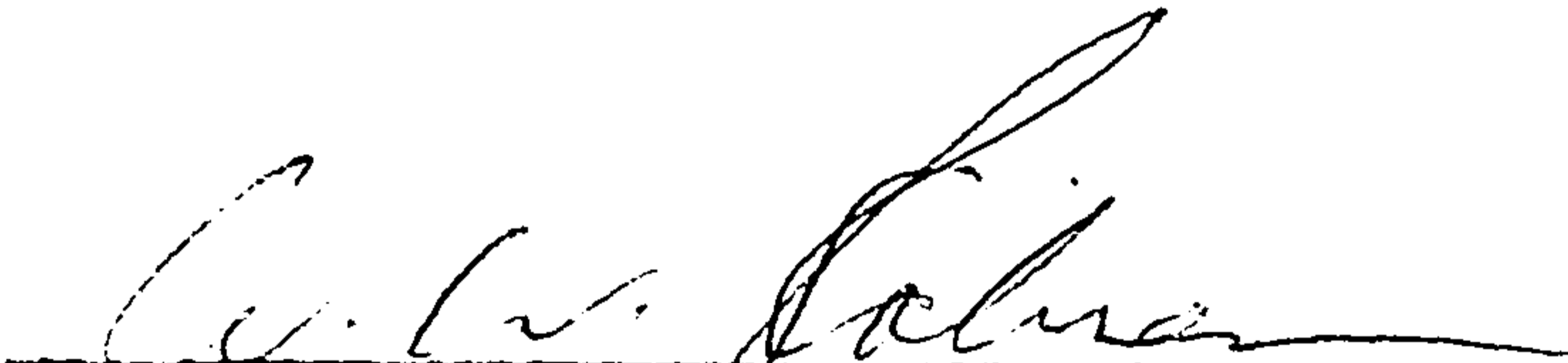
WHEREAS, at said sale, Louis Deviner, the Mortgagee did bid the sum of Twenty-five Dollars which was the highest bid made, at said sale, and said bid was accepted after fair warning.

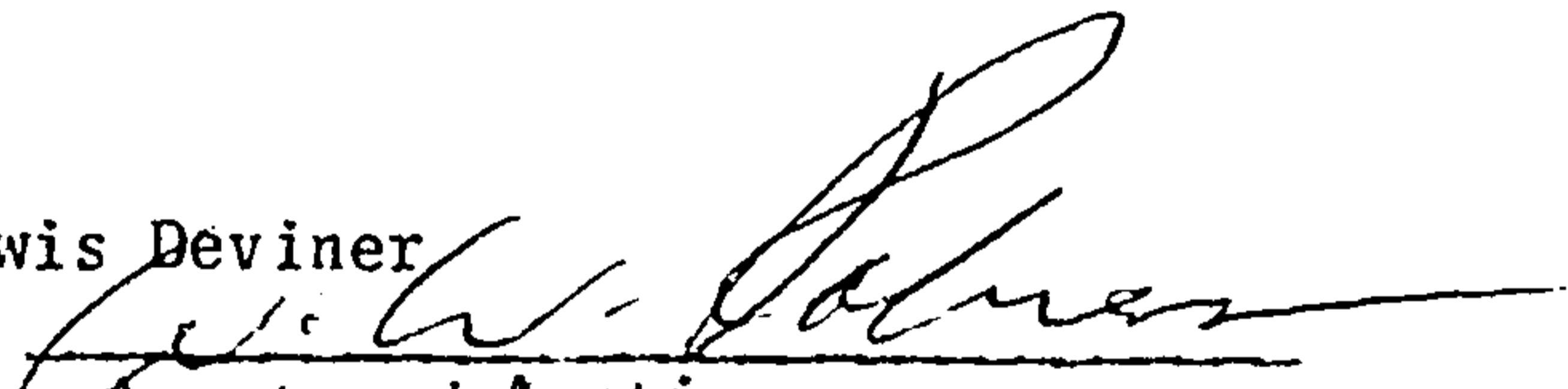
NOW THEREFORE, I, the said, W. W. Rabren as agent and auctioneer for Joe Pinkney, Mortgagor and Lewis Deviner, Mortgagee, for and in consideration of the premises and the sum of Twenty-five Dollars credited against said indebtedness; I the said, W. W. Rabren as auctioneer for Mortgagor and Mortgagee do hereby grant, bargain and sell unto the said Lewis Deviner the following described real estate situated in Shelby County, Alabama, to-wit:

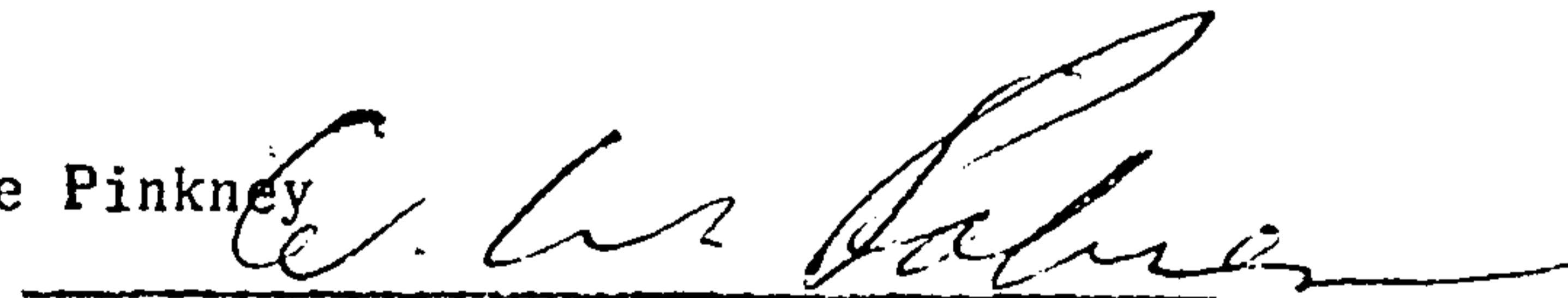
Beginning at the Northwest corner of the said Joe Pinkney lot on the East side of the Montevallo and Dogwood public road, run North parallel with the said public road 100 feet, thence East 120 feet, thence South, 100 feet, thence West 120 feet, to the point of beginning, said property being a part of the Will Evans place know as the Pat J. Kroell farm, situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, Unto the said Lewis Deviner his heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of March, 1959.


Agent and Auctioneer

Lewis Deviner
By 
Agent and Auctioneer

Joe Pinkney
By 
Agent and Auctioneer

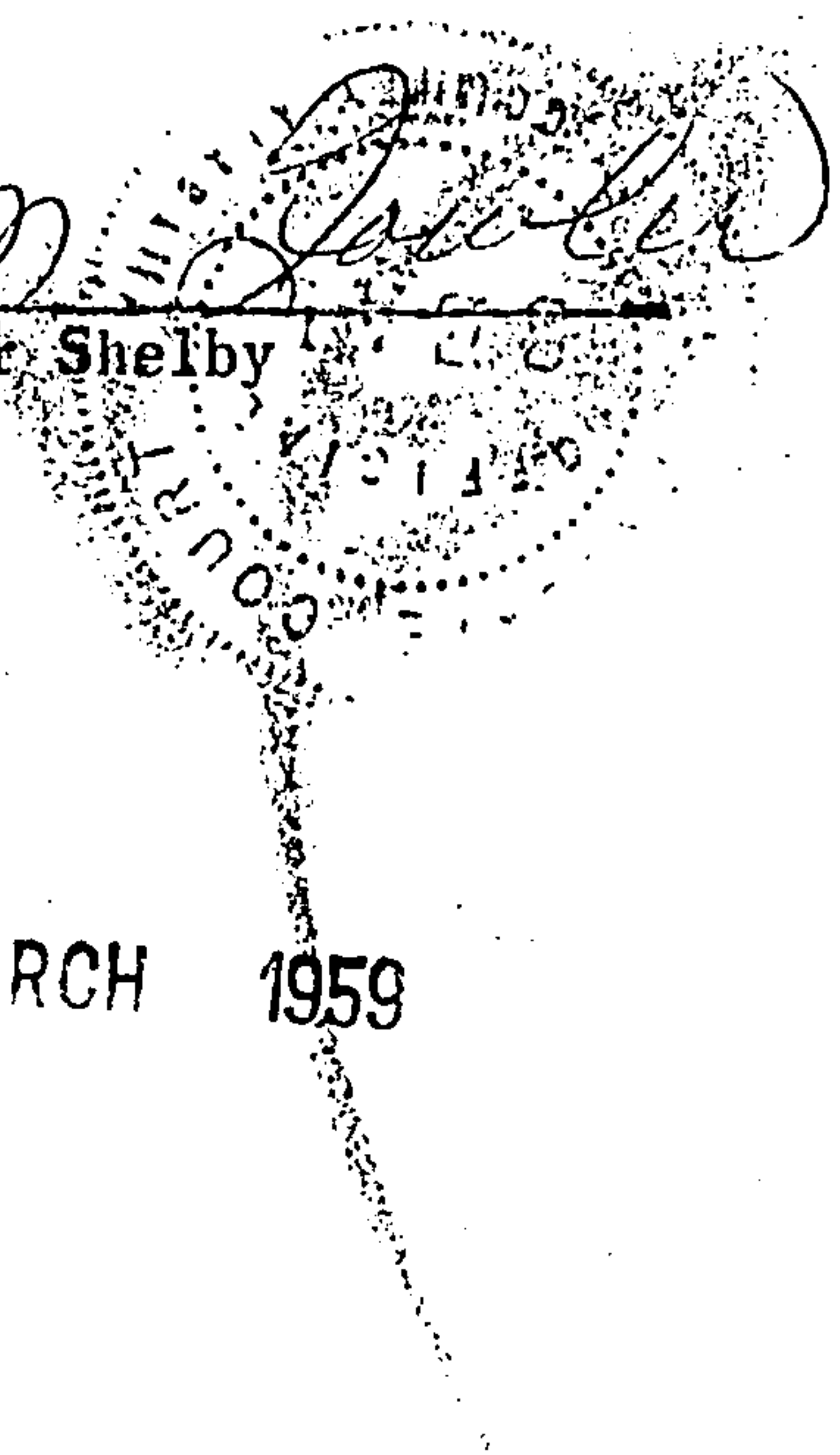
STATE OF ALABAMA
SHELBY COUNTY

I Conrad W. Fowler, Judge of the Probate, in and for said County in said State, hereby certify that, W. W. Rabren whose name as agent and auctioneer, also agent and auctioneer for Lewis Deviner, also agent and auctioneer for Joe Pinkney is signed to the foregoing conveyance and who is

known to me, acknowledged before me that being informed of the contents of this conveyance he, in his capacity, as such agent and auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 30 day of March, 1959.

Conrad M. Fowler
Judge of Probate for Shelby County, Alabama



FILED 30 MARCH 1959

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Deed was filed for record the 30 day of March 1959 at 8 o'clock 10 M. and recorded in Deed Record Page 239 and the Mortgage Tax of _____ Deed Tax of .50 has been paid.

Conrad M. Fowler Judge of Probate