

STATE OF ALABAMA)
)
COUNTY OF SHELBY) 6313

THIS FORECLOSURE DEED made this 17th day of February, 1977,
between THE FIVE T'S, INC., party of the first part, and MYCA, INC.,
J. REESE MURRAY, A. MYRON HARPER, and JAMES B. DAVIS, parties
of the second part,

W I T N E S S E T H :

WHEREAS, the party of the first part heretofore executed to the
parties of the second part (herein collectively called "Mortgagee") a
certain mortgage dated January 22, 1971, which is recorded in Volume
316 at page 153 of the records in the Office of the Judge of Probate of
Shelby County, Alabama, and which conveyed the hereinafter described
property to secure the indebtedness evidenced by notes therein des-
cribed; and

WHEREAS, the said mortgage provided that if said indebtedness
or any part thereof should remain unpaid at maturity, then the whole
of said indebtedness would at once become due and payable at the option
of the Mortgagee, and said mortgage be subject to foreclosure; and further
provided that in the event of any such default, the Mortgagee would have
the authority to sell said real property before the Courthouse door in the
City of Columbiana, County of Shelby, State of Alabama, at public outcry,
for cash, after first giving notice by publication once a week for three
successive weeks of the time, place and terms of said sale in some
newspaper of general circulation published in Shelby County, Alabama;
and further provided that in the event of any such sale the person con-
ducting such sale would have power and authority to execute a deed to
the purchaser of said property at such sale; and further provided that the
Mortgagee could bid and become the purchaser at such sale of the property
described therein; and

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Shelby Cnty Judge of Probate, AL
03/11/1977 12:00:00AM FILED/CERT

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WHEREAS, parts of said indebtedness remained unpaid at the respective maturities thereof, and Mortgagee declared the whole of said indebtedness thereupon to become due and payable, and default was made in the payment thereof, and Mortgagee thereafter gave notice of publication in the Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, on January 6, 1977, January 13, 1977, January 20, 1977 and January 27, 1977, that the hereinafter described property would be sold before the Courthouse door of Shelby County, Alabama, at Columbiana, Alabama, at public outcry to the highest bidder for cash, during the legal hours of sale on the 17th day of February, 1977; and

WHEREAS, the said notice stated further that the real estate secured by said mortgage would be first offered for sale in separate parcels and then offered for sale en masse and sold to the highest bidder(s) obtained under such respective methods of sale; and

WHEREAS, the said sale was held at the time and place stated in said notice which was published in the said issues of the Shelby County Reporter, and Mortgagee became the purchaser of the hereinafter described property at and for the sum of Thirty-One Thousand Two Hundred Fourteen Dollars and Sixty-eight Cents (\$31,214.68) cash, which was the highest, best and last bid therefor; and

WHEREAS, the undersigned Guy V. Martin, Jr., conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by Mortgagee;

NOW, THEREFORE, in consideration of the premises, the party of the first part and the Mortgagee, both acting by and through the undersigned as their duly constituted and appointed attorney in fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto MYCA, INC., J. REESE MURRAY, A. MYRON HARPER and JAMES B. DAVIS, the following described property situated in Shelby County, Alabama, to-wit:

PARCEL TWO

A parcel of land being the Southwest Quarter of the Southeast Quarter of Section 9, Township 19 South, Range 2 West, being more particularly described as follows: Begin at the Southwest corner of said Quarter-Quarter; thence run in an Easterly direction along the South line of said Quarter-Quarter to the Southeast corner of said Quarter-Quarter; thence run in a Northerly direction along the East line of said Quarter-Quarter to the Northeast corner of said Quarter-Quarter; thence run in a Westerly direction along the North line of said Quarter-Quarter to the Northwest corner of said Quarter-Quarter; thence run in a Southerly direction along the West line of said Quarter-Quarter to the point of beginning.

TO HAVE AND TO HOLD said property unto MYCA, INC., J. REESE MURRAY, A. MYRON HARPER, and JAMES B. DAVIS, their successors, assigns, heirs, representatives, and devisees forever, as fully and completely in all respects as the same could or ought to be conveyed under and by virtue of the power and authority contained in the aforesaid mortgage.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal, and the Mortgagee has caused these presents to be executed for and in its name, by its said attorney in fact and auctioneer at said sale, on the day and year first above written.

THE FIVE T'S, INC.

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BY

Guy V. Martin, Jr.
Guy V. Martin, Jr., as
Attorney in Fact and
Auctioneer

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Guy V. Martin, Jr., whose name as attorney in fact and auctioneer for THE FIVE T'S, INC., 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 said conveyance, he, as such attorney in fact and auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17th day of February, 1977.

Berida Hayden George
Notary Public



CERTIFICATE OF THE MORTGAGE OWNER

The undersigned do hereby certify that Guy V. Martin, Jr., who acted as attorney in fact and auctioneer in making the sale and conveyance evidenced by the foregoing foreclosure deed, was duly appointed by the undersigned as attorney and auctioneer for the purpose of making said sale and conveyance.

Done this 28th day of February, 1977.

MYCA, INC.

BY *[Signature]*
Its *[Signature]*

A. Myron Harper
A. Myron Harper

J. Reese Murray
J. Reese Murray

James B. Davis
James B. Davis

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COPIES OF THIS INSTRUMENT
WAS FILED
ON APR 4 \$.50
1977 MAR 11 AM 9:26 Fee 6.00
Ind 1.00
Thomas G. Crowder, Jr. \$ 7.50
JUDGE OF PROBATE

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