

MORTGAGE FORECLOSURE DEED

715

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that whereas, heretofore, on, to-wit, July 13, 1974, Herman Lee and Mary Lee executed a certain mortgage on property hereinafter described to James E. Lee, which said mortgage is recorded in Book 340, Page 687, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, in and by said mortgage the mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the Courthouse door in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some newspaper published in said City by publication once a week for three consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the mortgagee or any person conducting said sale for the mortgagee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and

BOOK 321 PAGE 005

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said James E. Lee did declare all of the indebtedness secured by said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of May 24 and 31 and June 7, 1979, and

WHEREAS, on June 20, 1979, the day on which the foreclosure was due to be held under the terms of said notice between the legal hours of sale, said foreclosure was duly conducted and James E. Lee did offer for sale and sell at public outcry in front of the Courthouse door in Shelby County, Alabama, the property hereinafter described; and

WHEREAS, J. Sherrill Hancock was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the said

19790817000105870 1/2 \$.00
Shelby Cnty Judge of Probate, AL
08/17/1979 12:00:00AM FILED/CERT

[Handwritten signature]

James E. Lee and whereas the said George F. Tinsley, Jr. was the highest bidder and best bidder, in the amount of Five Thousand Three Hundred Forty-four and 82/100 Dollars (\$5,344.82) on the indebtedness secured by said Mortgage, the said James E. Lee, by and through J. Sherrill Hancock, as auctioneer conducting said sale, and as Attorney-in-fact for James E. Lee, and by and through J. Sherrill Hancock, as auctioneer conducting said sale, does hereby grant, bargain, sell and convey unto George F. Tinsley, Jr. the following described property situated in Shelby County, Alabama.

South 50 feet of Lot 8 and the North 75 feet of Lot 7, according to Map and Survey of Jewell Heights, being a Sub-division of the SE 1/4 of the SW 1/4 Section 9, Township 22, Range 2 West.

Subject to purchase money contract.

TO HAVE AND TO HOLD the above described property unto George F. Tinsley, Jr., his heirs and assigns forever; subject, however, to the statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws in the State of Alabama.

IN WITNESS WHEREOF, James E. Lee, has caused this instrument to be executed by and through J. Sherrill Hancock, as auctioneer conducting said sale and as attorney-in-fact for all parties separately, and J. Sherrill Hancock, as auctioneer conducting said sale and as Attorney-in-fact for said party, has hereto set his hand and seal on this the 20 day of June, 1979.

By: J. Sherrill Hancock
Auctioneer and Attorney-in-fact

STATE OF ALABAMA
SHELBY COUNTY

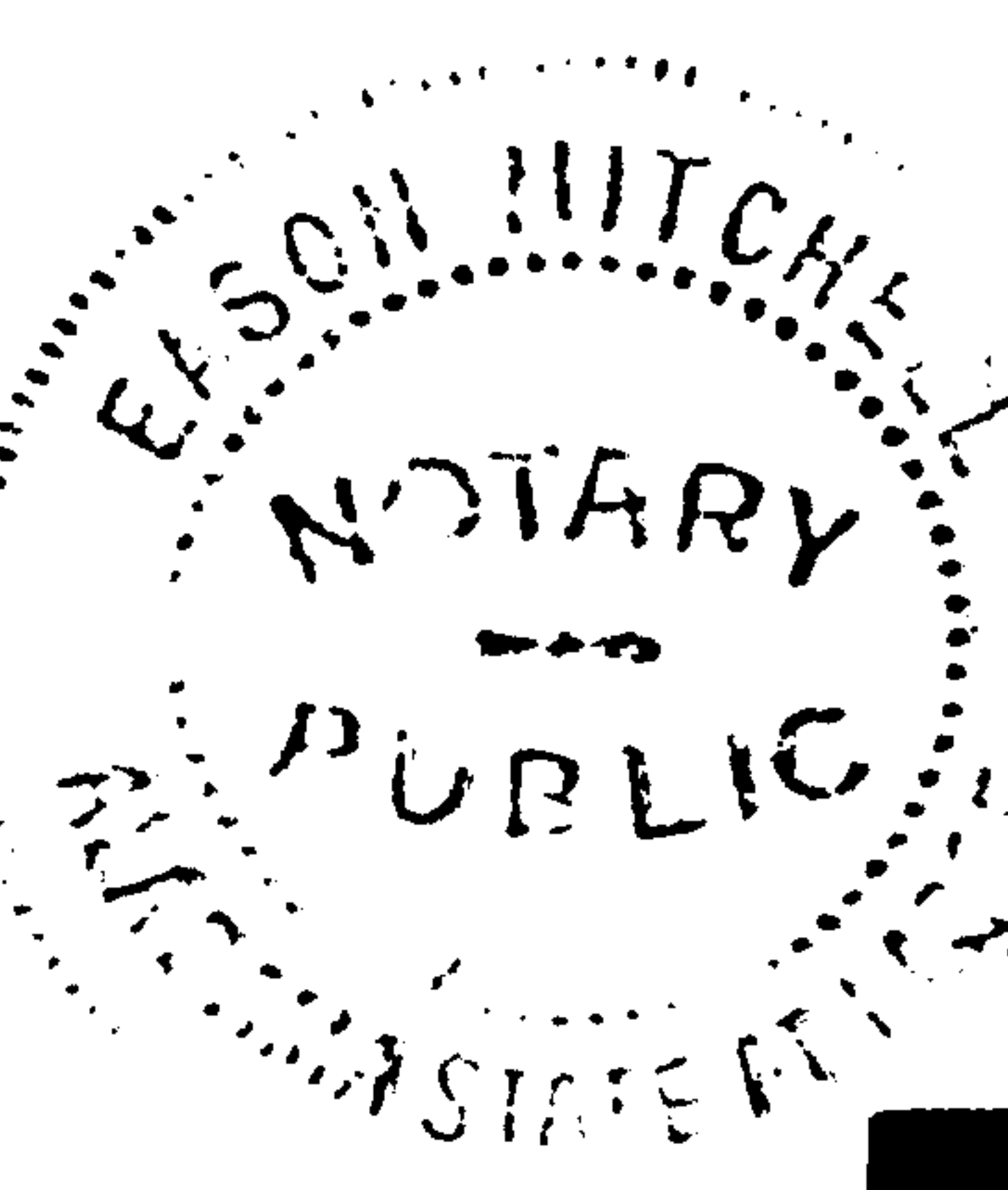
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Sherrill Hancock, whose name as auctioneer is signed to the foregoing conveyance, and who signed the name of James E. Lee, and also who signed the name of James E. Lee to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date, as the action of himself as auctioneer and the person conducting the same for James E. Lee for and as the act of said James E. Lee and as the actions of Herman Lee and Mary Lee, mortgagors, in the mortgage referred to in the foregoing Deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 20th day of June, 1979.

Erson Mitchell
Notary Public

15.50
300
100
9.50

19790817000105870 2/2 \$.00
Shelby Cnty Judge of Probate, AL
08/17/1979 12:00:00AM FILED/CERT



STATE OF ALA. SHELBY CO.
1979 AUG 17 AM 9:45
Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

Mitchell

BOOK 321 PAGE 506