

STATE OF ALABAMA)

SHELBY COUNTY)

1545

This Foreclosure Deed, made as of this 16th day of April, 1986, between BMI Industries, Inc., a Connecticut corporation (hereinafter called "Mortgagor"), and Portec, Inc., a Delaware corporation (hereinafter sometimes called "Mortgagee"),

WITNESSETH:

WHEREAS, Mortgagor heretofore executed to Mortgagee a certain mortgage dated May 15, 1984, which is recorded in Mortgage Book 448 at page 950 of the mortgage records in the Office of the Judge of Probate of Shelby County, Alabama, which conveyed the hereinafter described property to secure the indebtedness evidenced by a note, payable in installments therein described; and

WHEREAS, said mortgage provided that if said indebtedness or any part thereof should remain unpaid at maturity, then Mortgagee may declare the whole of said indebtedness at once due and payable and said mortgage subject to foreclosure, and further provided that, in the event of any such default, Mortgagee, or its successor or assigns, would have the authority to sell the property described in said mortgage before the Courthouse door in the County of Shelby, Alabama, at public outcry, for cash, after first giving twenty-one days 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 Mortgagee may bid at said sale and become the purchaser of said property if the highest bidder therefor; and

WHEREAS, parts of said indebtedness remained unpaid at the respective maturities thereof, and Mortgagee declared the whole of said indebtedness due and payable, and default was made in the payment thereof;

J. Robert Fleenor
Bradley, Arant

BOOK 069 PAGE 248

and Mortgagee thereafter gave notice by publication in The Shelby County Reporter, a newspaper of general circulation published in Columbiana, Shelby County, Alabama, on January March 13, 20 and 27, 1986, that it would sell said property described in the mortgage before the main door to the Courthouse of Shelby County, Alabama, at Columbiana, Alabama beginning at 12:00 o'clock noon on the 16th day of April, 1986; 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 said The Shelby County Reporter, and Mortgagee became the purchaser of the hereinafter described property at and for the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) cash, which was the highest, best and last bid therefor; and

WHEREAS, the undersigned 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, Mortgagee and 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 the said Portec, Inc. the following described real property situated in Shelby County, Alabama, to-wit:

Commence at the NW corner of the NE 1/4 of NW 1/4 of Section 4, Township 24 North, Range 13 East; thence run south along the west line of said 1/4 - 1/4 section a distance of 842.46 feet; thence turn an angle of 90° 45' to the left and run a distance of 65.00 feet; thence turn an angle of 88° 14' to the right and run a distance of 569.42 feet to the north right of way line of the southern railroad; thence turn an angle of 86° 48' to the left and run east along said right of way line a distance of 1244.34 feet to the east line of the SE 1/4 of the NW 1/4 of Section 4, Township 24 North, Range 13 East; thence turn an angle of 90° 55' to the left and run north along the east line of the SE 1/4 of the NW 1/4 and the NE 1/4 of the NW 1/4 a distance of 1349.51 feet to the Freeman Baseline; thence turn an angle of 86° 30' to the left and run

West along said Baseline a distance of 1330.63 feet to the point of beginning. Situated in the NE 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4 of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama.

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereunto belonging.

TO HAVE AND TO HOLD unto the said Portec, Inc., its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said Portec, Inc. under and by virtue of the power and authority contained in the aforesaid mortgage.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have hereunto set their hands and seals by their said attorney in fact and auctioneer at said sale on the day and year first above written.

PORTEC, INC.

By J Robert Fleenor
Their said Attorney in Fact and Auctioneer

BOOK 069 PAGE 250

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority in and for said county in said state, hereby certify that J. Robert Fleenor, whose name as attorney in fact and auctioneer for BMI Industries, Inc. and Portec, 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 the conveyance, he, as such attorney in fact and auctioneer, executed the same voluntarily on the day the same bears date.

In witness whereof, I have hereunto set my hand and official seal on this the 18th of April, 1986.

Cynthia D. Duckworth
Notary Public

My Commission expires: 2/8/87



[NOTARIAL SEAL]

CERTIFICATE OF MORTGAGE OWNER

The undersigned Portec, Inc. does hereby certify that J. Robert Fleenor, 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 18th day of April, 1986.

PORTEC, INC.

By James Horton
Its Vice President and Secretary

Witness:

Charles Noel

BOOK 069 PAGE 251

STATE OF ALA. SHELBY CO. AL
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 APR 24 PM 1:35
Foreclosure
Thomas A. Henderson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>10.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>11.00</u>