

1311
VA Form 26-40 (322)
JUNE 1983. Use optional. Section 1810,
Title 38 U.S.C.. Acceptable to
Federal National Mortgage Association

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
)
SHELBY COUNTY)

KNOW ALL PERSONS BY THESE PRESENTS: That Clayton E. Haynes and spouse Sara L. Haynes did, on to-wit, July 21, 1983 execute a mortgage to Molton, Allen & Williams, Ltd., an Alabama Limited Partnership, which mortgage is recorded in Mortgage Record 434, Page 860, et seq., in the Office of the Judge of Probate of Shelby County, Alabama, ~~and which said mortgage, security, and the indebtedness secured thereby was assigned to and acquired by~~ ~~by document recorded in Mortgage Book~~ ~~xxxxxx, Page xxxxxx, in the Office of the Probate Judge of~~ ~~xxxxxx County, Alabama; and~~

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and the said Molton, Allen & Williams, Ltd., an Alabama Limited Partnership did declare all of the indebtedness secured by said mortgage due and payable and did give due and proper notice of the foreclosure of said mortgage, in accordance with the terms thereof, by publication in the Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, in its issues of December 17, 24, and 31, 1987; and

WHEREAS, on January 20, 1988, the day on which the foreclosure sale was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure sale was duly and properly conducted, and Molton, Allen & Williams, Ltd., an Alabama Limited Partnership did offer for sale and did sell at public outcry, in front of the courthouse door of Shelby County, Alabama, in the city of Columbiana, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid for cash obtained for the property described in the aforementioned mortgage was the bid of the said Molton, Allen & Williams, Ltd., an Alabama Limited Partnership, in the amount of SEVENTY SEVEN THOUSAND THIRTY ONE AND 86/100 DOLLARS (\$ 77,031.86), which sum the said Molton, Allen & Williams, Ltd., an Alabama Limited Partnership offered to credit on the indebtedness secured by said mortgage, and said property was thereupon sold to the said Molton, Allen & Williams, Ltd., an Alabama Limited Partnership; and

WHEREAS, said mortgage expressly authorized the mortgagee to bid at the said sale and purchase said property, if the highest bidder therefor, and authorized the Mortgagee or Auctioneer or any person conducting said sale for the Mortgagee to execute to the purchaser at the said sale a deed to the property so purchased;

NOW, THEREFORE, in consideration of the premises and of a credit of SEVENTY SEVEN THOUSAND THIRTY ONE AND 86/100 DOLLARS (\$ 77,031.86), on the indebtedness secured by said mortgage, the said Clayton E. Haynes and spouse, Sara L. Haynes acting by and through the said Molton, Allen & Williams, Ltd., an Alabama Limited Partnership by William Patrick Harkins, as said auctioneer and the person conducting the said sale for the Mortgagee ~~or Transferor of Mortgage~~, and the said Molton, Allen & Williams, Ltd., an Alabama Limited Partnership, by William Patrick Harkins, as said auctioneer and the person conducting said sale for the Mortgagee ~~or Transferor of Mortgage~~, and William Patrick Harkins, as said auctioneer and the person conducting said sale for the Mortgagee ~~or Transferor of Mortgage~~, do hereby grant, bargain, sell and convey unto Molton, Allen & Williams, Ltd., an Alabama Limited Partnership, the following described real estate situated in Shelby County, Alabama, to-wit:
Lot 57-A, according to the map and resurvey of Lots 56, 57, 58, 59, and 60, of Portsmouth 3rd Sector, as recorded in Map Book 7, Page 167, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Also included range/oven, dishwasher and wall to wall carpeting. Subject to taxes for the current year, 1988. Subject to any and all easements and/or restrictions of record. Subject to the Statutory right of redemption on the part of those entitled to redeem under the laws of the State of Alabama.

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TO HAVE AND TO HOLD THE above described property unto Molton, Allen & Williams, Ltd., an Alabama Limited Partnership forever; subject, however, to the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, the said Molton, Allen & Williams, Ltd., an Alabama Limited Partnership has caused this instrument to be executed by William Patrick Harkins, as auctioneer and the person conducting said sale for the Mortgagee ~~or Transferee of Mortgage~~, and in witness whereof the said William Patrick Harkins has executed this instrument in his/her capacity as such auctioneer on this the 20th day of January, 19 88.

** Clayton E. Haynes and spouse, Sara L. Haynes Mortgagors

By MOLTON, ALLEN & WILLIAMS, LTD., AN ALABAMA LIMITED Mortgagee ~~or Transferee of Mortgage~~ PARTNERSHIP

By William Patrick Harkins as Auctioneer and the person conducting said sale for the Mortgagee ~~or Transferee of Mortgage~~

STATE OF ALA. SHELBY CO.
I CERTIFY THIS **
INSTRUMENT WAS FILED

88 JAN 20 PM 3:38

Thomas G. Shoups, Jr.
JUDGE OF PROBATE

MOLTON, ALLEN & WILLIAMS, LTD., AN ALABAMA LIMITED Mortgagee ~~or Transferee of Mortgage~~ PARTNERSHIP

By William Patrick Harkins as Auctioneer and the person conducting said sale for the Mortgagee ~~or Transferee of Mortgage~~

William Patrick Harkins as Auctioneer and the person conducting said sale for the Mortgagee ~~or Transferee of Mortgage~~

1. Deed Tax

2. Mfg. Tax

3. Recording Fee

4. Indexing Fee

TOTAL

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority William Patrick Harkins, a Notary Public in and for said State and County, hereby certify that William Patrick Harkins, whose name as Auctioneer and the person conducting said sale for the Mortgagee ~~or Transferee of Mortgage~~, 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/she, in his/her capacity as such Auctioneer and the person conducting said sale for the Mortgagee ~~or Transferee of Mortgage~~, and with full authority executed this instrument voluntarily on the day the same bears date.

Given under my hand and official seal this the 20th day of January, 19 88.

Anta J. King
Notary Public

My Commission Expires October 22, 1993

My Commission expires _____

THIS INSTRUMENT WAS PREPARED BY:

Name Douglas Corretti

Address 1804 - 7th Avenue North

Birmingham, Alabama 35203

ATTORNEYS: CORRETTI & NEWSOM

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