

250
MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That William Michael Benton and wife, Sandra G. Benton, did, on to-wit, August 1, 1978, execute a mortgage to Real Estate Financing, Inc., which mortgage is recorded in Mortgage Record 381, Page 267, et seq., in the Office of the Judge of Probate of Shelby County, Alabama, and which said mortgage, security, lien and the indebtedness secured thereby, was assigned to and acquired by -----,* by document recorded in Mortgage Book -----, Page -----, in the Office of the Probate Judge of ----- County, Alabama; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and the said Real Estate Financing, Inc. 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 August 10, 17 and 24, 1988; and

WHEREAS, on September 2, 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 Real Estate Financing, Inc. 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 Real Estate Financing, Inc., in the amount of Twenty-five Thousand Eight Hundred Seventy-five and No/100 DOLLARS (\$ 25,875.00) which sum the said Real Estate Financing, Inc. offered to credit on the indebtedness secured by said mortgage, and said property was thereupon sold to the said Real Estate Financing, Inc.; 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 Twenty-five Thousand Eight Hundred Seventy-five and No/100----- DOLLARS (\$25,875.00), on the indebtedness secured by said mortgage, the said William Michael Benton and wife, Sandra G. Benton acting by and through the said Real Estate Financing, Inc., by J. Thomas King, Jr., as said auctioneer and the person conducting the said sale for the Mortgagee or Transferee of Mortgagee, and the said Real Estate Financing, Inc., by J. Thomas King, Jr., as said auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and J. Thomas King, Jr., as said auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, do hereby grant, bargain, sell and convey unto Real Estate Financing, Inc., the following described real estate situated in Shelby County, Alabama, to-wit:

SEE ATTACHED FOR LEGAL DESCRIPTION

King & King

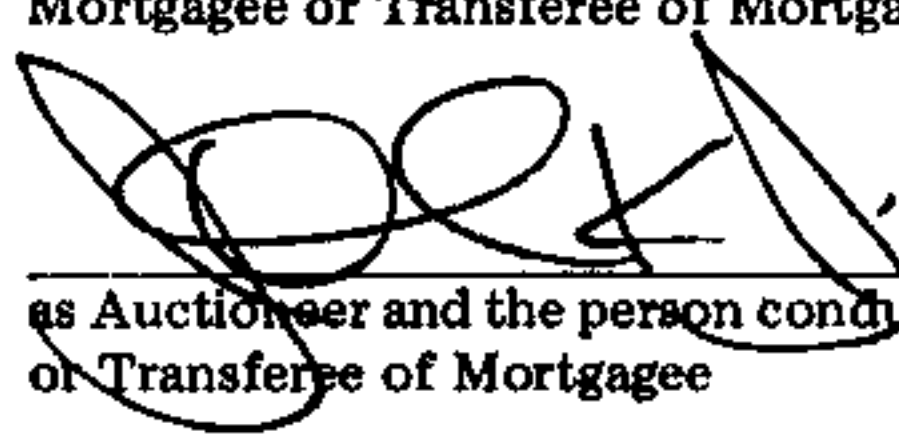
TO HAVE AND TO HOLD THE above described property unto Real Estate Financing, Inc.

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.

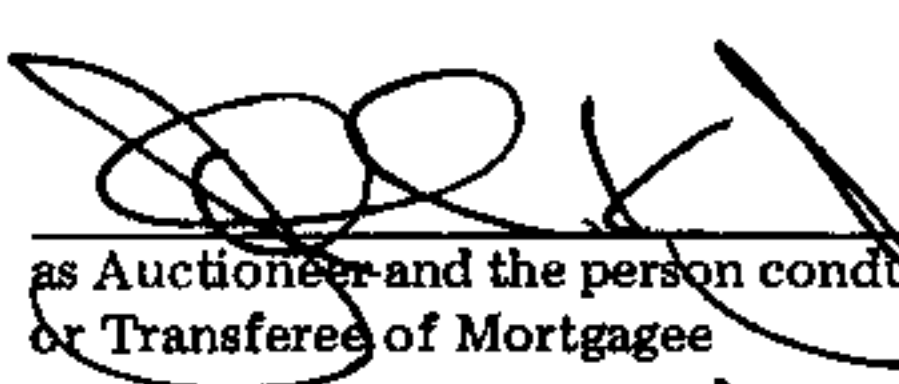
IN WITNESS WHEREOF, the said Real Estate Financing, Inc., has caused this instrument to be executed by J. Thomas King, Jr., as auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgage, and in witness whereof the said J. Thomas King, Jr. has executed this instrument in his capacity as such auctioneer on this the 2nd day of September, 19 88.

** William Michael Benton and wife,
Sandra G. Benton Mortgagors

By Real Estate Financing, Inc.
Mortgagee or Transferee of Mortgage

By 
as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgage

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Mortgagee or Transferee of Mortgage

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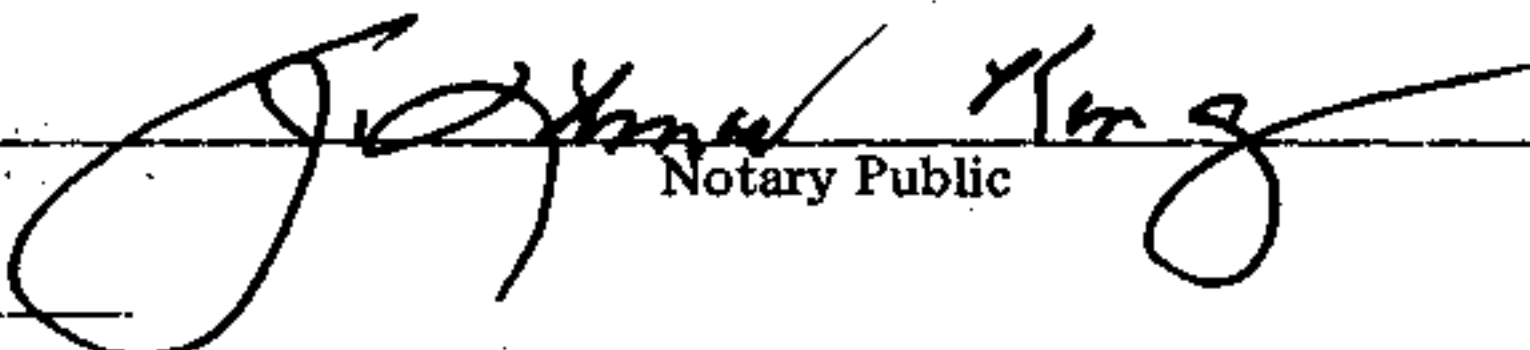
** 
as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgage

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that J. Thomas King, Jr., 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, in his 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 2nd day of September, 19 88.

My Commission expires _____


Notary Public

THIS INSTRUMENT WAS PREPARED BY:
Name J. Thomas King, Jr., King And King
Address P. O. Box 10224
Birmingham, AL 35202-0224

Commence at the Southeast corner of the SE 1/4 of the NW 1/4 of Section 4, Township 22 South, Range 1 West, Thence run North along the East line of said 1/4-1/4 Section 626.4 feet, thence left 30 degrees 48 minutes and run Northwesterly 207.2 feet, thence turn left 35 degrees 14 minutes and continue Northwesterly 103.3 feet, thence turn left 43 degrees 03 minutes and run Southwesterly 77.51 feet to the point of beginning. Thence continue along last described course 210 feet, thence turn left 70 degrees 12 minutes and run Southerly 184.89 feet, thence turn left 90 degrees 00 minutes and run Easterly 197.58 feet, thence turn left 90 degrees 00 minutes and run Northerly 256.04 feet to the point of beginning. Containing 1 acre. ALSO: A thirty (30) foot wide strip of land in the SE 1/4 of NW 1/4, Section 4, Township 22 South, Range 1 West, extending from a county road known as the Butter and Eggs Road in an Eastwardly direction to the property of James C. Vines and wife, Doyleene G. Vines. Said easement following route of an old road known as Gould Road. The centerline of said easement described as: From the NW corner of said SE 1/4 of NW 1/4, Section 4, Township 22 South, Range 1 West, run South along West Boundary of said SE 1/4 517.03 feet to the point of beginning located in the traveled portion of said Butter and Eggs Road; thence turn 94 degrees 36 minutes to the left, thence run 405.1 feet; thence turn 37 degrees 00 minutes to the right; thence run 183.05 feet; thence turn 23 degrees 26 minutes to the right; thence run 165.5 feet; thence turn 41 degrees 29 minutes to the left; thence run 78.5 feet to the NW corner of said James C. Vines and wife, Doyleene G. Vines property. Said 30 foot strip is conveyed only for the purpose of constructing, using and maintaining and enjoying full use thereof as a roadway and for various utilities over the same.

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

88 SEP -2 PM 4:03

Thomas A. Sproull
JUDGE OF PROBATE

1. Deed Fee	<i>Forde</i>
2. Misc. Fee	
3. Recording Fee	7.50
4. Indexing Fee	1.00
TOTAL	8.50