

STATE OF ALABAMA)
SHELBY COUNTY)

1085

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, Rickey Harvey Green and wife, Sherby Diane Green, did on the 30th day of September, 1986, execute a Mortgage to AmSouth Bank, N.A., which said Mortgage was recorded in Real Volume 110, Page 26, in the Office of the Judge of Probate of Shelby County, Alabama; and was duly transferred and assigned to Ray O. Noojin, Jr., on July 17, 1989, and recorded in Real Volume 248, Page 154, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, in and by said Mortgage, the said Rickey Harvey Green and wife, Sherby Diane Green, agreed that should default be made in the payment of the indebtedness secured by said Mortgage, or the interest thereon, when the same becomes due, or in the payment of any other sum which may be a charge upon the properties described in the Mortgage under the terms thereof, then in either of said events, the whole of the indebtedness secured thereby should, at the election of the Mortgagee become due and payable, and the said Ray O. Noojin, Jr., his successors, agents, attorneys or assigns, were authorized and empowered to enter upon and take possession of the premises conveyed in said Mortgage, and with or without taking possession of same, to sell the properties described in the said Mortgage, in front of the Courthouse door of Shelby County, Alabama, at public sale to the highest bidder for cash, after giving notice of the time, place

BOOK 373 PAGE 716

DILLARD AND FERGUSON

MASSEY BUILDING

250 21ST STREET SUITE 600
BIRMINGHAM AL 35203

and terms of said sale by publication once a week for three (3) consecutive weeks in some newspaper published in Columbiana, Shelby County, Alabama, make and execute title to the purchaser, and apply the proceeds of said sale according to the terms of said Mortgage; and,

WHEREAS, default was made in the payment of the indebtedness due under and secured by the terms of said Mortgage, and in the payment of the sums which were a charge upon the property, and the said Ray O. Noojin, Jr. did declare the whole indebtedness due and payable under the terms of said Mortgage; and,

WHEREAS, Ray O. Noojin, Jr. did advertise the foreclosure of the said Mortgage and the sale of the property conveyed therein by publication once a week for three (3) consecutive weeks in the Shelby County Reporter, a newspaper published in Columbiana, Shelby County, Alabama, viz, on October 2, 1991, October 9, 1991, and October 16, 1991, giving the time, place and terms of said sale; and,

WHEREAS, the said Ray O. Noojin, Jr. did advertise that the said Mortgage Foreclosure Sale was set for October 23, 1991, by publication in the Shelby County Reporter, a newspaper published in Columbiana, Shelby County, Alabama, viz, on October 2, 1991, October 9, 1991, and October 16, 1991, giving the time, place and terms of said sale; and,

WHEREAS, Conrad Fowler was the Auctioneer, who conducted said sale for Ray O. Noojin, Jr.; and,

WHEREAS, on the 23rd day of October, 1991, during legal hours of sale, according to the terms of said advertisement, said sale was held in front of the Courthouse door of Shelby County, at 12:00 noon, in strict conformity with the terms of said Mortgage, and the said Ray O. Noojin, Jr. did purchase said property at and for the sum of Twenty-eight Thousand Nine Hundred Forty-eight Dollars and Thirty Cents (\$28,948.30), being the highest, best and only bidder at said sale, and being allowed by the terms of said Mortgage to bid at said sale and become the purchaser, if the successful bidder thereat;

NOW, THEREFORE, in consideration of the premises and the credit of Twenty-eight Thousand Nine Hundred Forty-eight Dollars and Thirty Cents (\$28,948.30), on the indebtedness secured by said Mortgage, and the cost and the expense of said sale, Ray O. Noojin, Jr., by and through Conrad Fowler, an Auctioneer conducting said sale, and the said Conrad Fowler, as Auctioneer conducting said sale under and by virtue of the power of sale contained in said Mortgage, does hereby GRANT, BARGAIN, SELL and CONVEY, unto Ray O. Noojin, Jr., the following described property, situated in Shelby County, Alabama, to-wit:

A part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 19, Range 1 East, more particularly described as follows: Commence at the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33; thence run North along the $\frac{1}{4}$ - $\frac{1}{4}$ Section line a distance of 253.0 feet to the point of

BOOK 373 PAGE 719

beginning, which said point is on the north side of a gravel road; thence turn an angle of 76 degrees 00' to the right and run along said gravel road a distance of 210 feet to a point; thence turn to the left an angle of 85 degrees 22' and run a distance of 630.00 feet to a point; thence turn to the left an angle of 90 degrees and run a distance of 203.76 feet to a point on the western boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn to the left and run Southerly along the western boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 680.90 feet to the point of beginning.

SUBJECT TO:

1. Any and all restrictions, rights of way and easements, if any, of record with the aforesaid Probate Office.

TO HAVE AND TO HOLD, the above described property unto the said Ray O. Noojin, Jr., his successors and assigns forever, subject, however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, Ray O. Noojin, Jr., has caused this instrument to be executed by and through Conrad Fowler, as Auctioneer conducting said sale, and Conrad Fowler, as Auctioneer conducting said sale has hereto set his hand and seal, on this the 28th day of October, 1991.

Ray O. Noojin, Jr.

BY: Conrad Fowler
CONRAD FOWLER,
AUCTIONEER AND AGENT

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Conrad Fowler, whose name as Auctioneer and Agent of Ray O. Noojin, Jr., Mortgagee, is signed 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, in his capacity as such Auctioneer and Agent, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20th day of October, 1991.

Peggy J. Letson
NOTARY PUBLIC

BOOK 373 PAGE 720

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

91 NOV 19 AM 11:12

William H. Stevenson, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	<u>not pay</u>
2. Mtg. Tax	\$	<u>12.50</u>
3. Recording Fee	\$	<u>3.00</u>
4. Indexing Fee	\$	<u>1.00</u>
5. No Tax Fee	\$	<u>1.00</u>
6. Certified Fee	\$	<u>1.00</u>
Total	\$	<u>17.50</u>