

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That, whereas, on, July 31, 1996, LARRY H. BURCHFIELD executed a certain mortgage on the property hereinafter described to H. L. CONWILL, as mortgagee being recorded as Instrument # 1996-24944, in the Probate Office of Shelby County, Alabama; and the subsequent mortgage dated February 1999 and recorded in Inst. #1999-06724

WHEREAS, in and by said mortgages, 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 Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some newspaper published in said county by publication once a week for three (3) 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

WHEREAS, default was made in the payment of the indebtedness secured by said mortgages, and the said H.L. Conwell did declare all of the indebtedness secured by said

mortgages due and payable and said mortgages subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgages by publication in The Shelby County Reporter, a newspaper published in Shelby County, Alabama, for three successive weeks; and

WHEREAS, on OCTOBER 26, 2016, 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 and properly conducted, and JOEL C. WATSON was the Auctioneer who conducted said sale for H.L. CONWILL; and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of H.L. CONWILL, in the amount of SEVENTY FIVE THOUSAND DOLLARS which sum of money H.L. CONWILL offered to credit on the indebtedness secured by said mortgages and said property was thereupon sold to H.L. CONWILL; and

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of SEVENTY FIVE THOUSAND DOLLARS on the indebtedness secured by said mortgage,

the said H.L. CONWILL, by and through JOEL C. WATSON, as Auctioneer conducting said sale and as attorney in fact for, and H.L. CONWILL said JOEL C. WATSON, as the Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said H. L. CONWILL the following described property situated in Shelby County, Alabama, to-wit: SEE EXHIBIT A ATTACHED FOR LEGAL DESCRIPTION

Mineral and mining rights excepted.

TO HAVE AND TO HOLD the above described property unto H.L. CONWILL, and his, her, its or their 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, H.L. CONWILL has caused this instrument to be executed by and through JOEL C. WATSON as Auctioneer conducting said sale, and as Attorney in Fact, and

JOEL C. WATSON as Auctioneer conducting said sale, has hereto set his hand and seal on this the 26 day of OCTOBER, 2016.
H.L. CONWILL, Mortgagee:

By: Joel C. Watson
JOEL C. WATSON as Attorney in Fact and Auctioneer.
By: Joel C. Watson
JOEL C. WATSON as Auctioneer conducting said sale

STATE OF ALABAMA SHELBY COUNTY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JOEL C. WATSON whose name as Auctioneer and Attorney in Fact for H.L. CONWILL, 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 Attorney in Fact, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 26TH day of OCTOBER, 2016.

Kay Barber
NOTARY PUBLIC


My Commission Expires: 11-19-19

H. L. CONWILL- LARRY H. BURCHFIELD

EXHIBIT A

A lot and two story brick building in the Town of Columbiana in the SE1/4 of the NE1/4 of Section 26, Township 21 South, Range 1, West more particularly described as follows:

Commencing at a point of the West side of Main Street on the Western boundary of said Main Street 10 inches North of the Northeast corner of where J.L. Peter's building once stood: thence running North along the Western boundary of said Main Street 24 feet 4 inches to the center of the North wall of the building herein conveyed; thence West 90 feet along the South boundary line of Columbiana Saving Bank lot (now belonging to Karl C. Harrison) thence South 24 feet 4 inches; thence East 90 feet to the point of beginning; being situated in Shelby County, Alabama.


20161026000394320 3/4 \$26.00
Shelby Cnty Judge of Probate, AL
10/26/2016 01:39:07 PM FILED/CERT

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Larry H. Brantley
Mailing Address deceased - unknown

Grantee's Name H.L. Conwill
Mailing Address P.O. Box 65
Union, AL
35178

Property Address North Main
Columbia, AL 35051

Date of Sale 10/26/16
Total Purchase Price \$ 75,000
or
Actual Value \$
or
Assessor's Market Value \$ 75,000

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement

☐ Appraisal
☒ Other Foreclosure Sale

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 10/26/16

Print Joel C. Watson

☐ Unattested

Sign Joel C. Watson
(Grantor/Grantee/Owner/Agent) circle one

(verified by)

Form RT-1