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\$13.20 Federal Stamps Canceled on this Deed -----

#560

## FORECLOSURE DEED

STATE OF ALABAMA:

JEFFERSON COUNTY:

THIS INDENTURE, made and entered into this 24th day of October, 1945, by and between Theodore Swann and wife, Catherine D. Swann, acting by and through John W. Lapsley, as Auctioneer and Attorney in Fact (under and pursuant to power of sale contained in the hereinafter mentioned mortgage), as parties of the first part, and T. C. King, as party of the second part.

## WITNESSETH:

WHEREAS, on the 24th. day of January, 1945, Theodore Swann and wife, Catherine D. Swann, executed to said T. C. King a mortgage conveying the hereinafter described property to secure a principal indebtedness of Ten Thousand Dollars (\$10,000.00) with interest thereon from date at the rate of five (5) per cent per annum, evidenced by note executed by said Theodore Swann dated January 24th, 1945, payable to the order of said T. C. King in said principal amount, payable sixty (60) days after date with interest thereon at the rate of five (5) percent per annum, which mortgage is recorded in Mortgage Book 3582, Page 587, in the Office of the Judge of Probate of Jefferson County, Alabama, and in Mortgage Record 194, Page 100, in the Office of the Judge of Probate of Shelby County, Alabama; and,

WHEREAS, in and by the terms of said mortgage in the event of default in the payment of the indebtedness secured thereby the mortgagee was authorized with or without taking possession of said property to sell the same before the County Court House door in Birmingham, Jefferson County, Alabama, at public outcry for cash after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in Birmingham, Alabama; and in the event of such sale the mortgagee, or owner of the debt and mortgage, or auctioneer at said sale, was authorized to execute to the purchaser for and in the names of the mortgagors a good and sufficient deed to the property sold and said mortgagee was therein expressly authorized to bid and



and become the purchaser of the mortgaged property at any foreclosure sale thereunder; and,

WHEREAS, default having been made in the payment of the indebtedness secured by said mortgage, and such default continuing, said mortgagee, pursuant to said power of sale and after first giving notice of the time, place and terms of such sale by publication thereof once a week for three consecutive weeks prior to said sale in the Birmingham Age-Herald, a newspaper published in Birmingham, Jefferson County, Alabama, including in said notice a description of said mortgaged property, said mortgagee offered said mortgaged property for sale before the County Court House door in Birmingham, Jefferson County, Alabama, at public outcry, to the highest bidder for cash within the legal hours of sale on the 24th day of October, 1945, being the day set for said sale pursuant to the publication of said notices of sale (and pursuant to postponement of the day set for said sale duly announced and published in said newspaper as provided by law, said sale having been postponed from October 11, 1945, to October 18, 1945, and from October 18, 1945, to October 24, 1945); and,

WHEREAS, John W. Lapsley was the Auctioneer at said sale; and,

WHEREAS, at said sale the personal property conveyed in said mortgage was offered for sale separately from the real property; and,

WHEREAS, said mortgagee, T. C. King, bid the sum of Two Thousand Dollars (\$2,000.00) cash for said personal property which was the highest and best bid therefor, and the same was thereupon knocked down and sold to said T. C. King at and for Two Thousand Dollars (\$2,000.00) cash; and,

WHEREAS, the real property conveyed in said mortgage was thereupon separately offered for sale and said mortgagee, T. C. King bid therefor the sum of Ten Thousand Dollars (\$10,000.00) cash, which was the highest bid therefor for cash and said property was knocked down and sold to said T. C. King at and for said sum of Ten Thousand Dollars (\$10,000.00) cash; and,

WHEREAS, the said T. C. King as the purchaser of said mortgaged property having paid the purchase money in cash and having become the purchaser thereof at said sale,

NOW THEREFORE, in consideration of the premises and in consideration of the payment by said T. C. King as the purchaser at said sale of the said sums of Two Thousand Dollars (\$2,000.00) and Ten Thousand Dollars (\$10,000.00) cash, being the respective amounts bid by him as the purchaser at such sale, the said Theodore Swann and wife, Catherine D. Swann, acting by and through John W. Lapsley, as such Auctioneer and Attorney in Fact, under and pursuant to the power of sale contained in said mortgage, hereby grant, bargain, sell and convey unto said T. C. King, the party of the second part, as the purchaser at said sale, the property described in and conveyed by said mortgage, namely:

The following described personal property situated in Birmingham, Jefferson County, Alabama, namely:

All of the personal property described in and conveyed by mortgage executed by Theodore Swann, doing business as Swann & Company, to J. F. Oates, dated July 24, 1944, recorded in the Office of the Judge of Probate in Birmingham, Jefferson County, Alabama, in Mortgage Book 3507, Page 198 to 237, reference to which mortgage is here made for a more particular description of the personal property hereby conveyed.

And, the following described real estate situated in Jefferson County and Shelby County, State of Alabama, namely:

Those certain pieces, parcels or tracts of land situated partly in Shelby County and partly in Jefferson County, Alabama, which together comprise 1125 acres more or less and which are known as the Swann Country Place, being the same lands described in deed executed by Claude H. Grayson and wife to said Theodore Swann, dated July 25th, 1944, and recorded in the Probate Offices of Shelby and Jefferson Counties, Alabama, subject to a purchase money mortgage thereon executed July 25th, 1944, from said Theodore Swann to Claude H. Grayson securing a principal indebtedness of \$17,000.00, reference to which deed and mortgage are herein made for a more particular description of the lands herein conveyed.



Together with all of the rights, privileges, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining.

It is intended to convey hereby and there is hereby conveyed all of the property described in and conveyed by said mortgage first hereinabove mentioned, reference to which is here made, whether the same is herein particularly or accurately described or not.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs and assigns, as fully and completely as the same is authorized to be conveyed to the party of the second part at the purchaser at such foreclosure sale under and by virtue of the power of sale contained in said mortgage.

IN WITNESS WHEREOF, the parties of the first part, the said Theodore Swann and wife, Catherine D. Swann, acting by and through John W. Lapsley as such Auctioneer, hereunto set their names and affix their seals on this the day, month and year first hereinabove written.

Theodore Swann (SEAL)

BY:

John W. Lapsley  
As Auctioneer and Attorney in Fact.

Catherine D. Swann (SEAL)

BY;

John W. Lapsley,  
As Auctioneer and Attorney in Fact.

WITNESS:

Martha Cospier

Katy May Davis

STATE OF ALABAMA :

COUNTY OF DALLAS :

I, Katy May Davis, a Notary Public in and for said County in said State, hereby certify that John W. Lapsley, whose name as Auctioneer and Attorney in Fact for Theodore Swann and whose name as Auctioneer and Attorney in Fact for Catherine D. Swann, 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, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 25th day of October, 1945.

Katy May Davis, Notary Public, Dallas

County, Alabama

Notarial Seal

FILED in office for record this the N O V 6, 1945 and duly recorded in Deed Record 3672 Page 230.

Eugene H. Hawkins, Judge of Probate.

THE STATE OF ALABAMA, JEFFERSON COUNTY.

I hereby certify that the within instrument was filed in my office for record Nov. 6, 1945 and duly recorded in Deed 3672 Page 230.

Eugene H. Hawkins, Judge of Probate.

Filed for record in this office on the 27th day of November, 1945 at eight o'clock A. M. and duly recorded in Deed Record Vol. 123 on page 157 et sequitur and examined.

L. C. Walker, Judge of Probate.

NO TAX DUE ON THIS INSTRUMENT.