

FORECLOSURE DEED  
STATE OF ALABAMA,  
COUNTY OF SHELBY

# 2077

First Mtg. \$9,000.00  
Foreclosed 10,000.00

*See mtg 199, page 116*  
\$11.00 Federal Stamps  
cancelled on this deed.

KNOW ALL MEN BY THESE PRESENTS; That, WHEREAS, under mortgage bearing date of July 12th, 1946, Howard Eugene Mussey did convey the hereinafter described real estate to Bessie Mussey McGregor, to secure the payment of an indebtedness of Nine Thousand and No/100 (\$9,000.00) Dollars and interest thereon, which said mortgage is recorded in Mortgage Record Volume 199, at page 116, of the records of the Office of the Judge of Probate of Shelby County, Alabama, to which record reference is here made for more full information respecting the terms and conditions thereof; and

WHEREAS, default having been made in the payment of said mortgage indebtedness and the interest thereon, the said Bessie Mussey McGregor, as mortgagee and owner of said mortgage and the indebtedness thereby secured, in accordance with the terms of said mortgage, did give twenty-one days notice by publication once a week for three consecutive weeks in The Shelby County Reporter-Democrat, a newspaper

published in the City of Columbiana, Shelby County, Alabama, said publication being made in the issues of said newspaper published on November 10th, November 17th, and November 24th, 1949, that she, the said mortgagee, would proceed to sell the said real estate at public outcry to the highest bidder for cash in front of the door of the Court House, at Columbiana, Shelby County, Alabama, on the 9th day of December, 1949, during the legal hours of sale, and that said sale would be made for the purpose of paying the indebtedness secured by said mortgage as well as the expenses of foreclosure, and

WHEREAS, the said Bessie Mussey McGregor, as said mortgagee did, in strict accordance with said notice, through Dan P. Barber, her Attorney in Fact and Auctioneer, did offer said real estate for sale at public outcry to the highest bidder for cash in front of the door of the said Court House on the date specified in said notice, December 9th, 1949, during the legal hours of sale, and thereupon Bessie Mussey McGregor, being the highest and best bidder for cash for said real estate, became the purchaser of same at and for the sum of Ten Thousand and No/100 (\$10,000.00) Dollars, and

WHEREAS, upon the making of such sale to the said Bessie Mussey McGregor, the said Dan P. Barber, as Attorney in Fact and Auctioneer, was authorized and empowered to execute in the name of the mortgagor to the purchaser a good and sufficient deed conveying to such purchaser the title of the mortgagor in and to said real estate.

NOW, THEREFORE, in consideration of the premises and in consideration of the premises and in consideration of the sum of Ten Thousand and No/100 (\$10,000.00) Dollars, the amount paid at said sale, which has been applied on the indebtedness secured by said mortgage, including costs of foreclosure in the amount of \$262.50, in accordance with the terms of said mortgage, and in order to evidence the foreclosure of said mortgage and that from and after the date of said foreclosure sale, the said Bessie Mussey McGregor holds legal title to said real estate, the said Bessie Mussey McGregor, as such mortgagee, through Dan P. Barber, as Auctioneer and Attorney in Fact, as fully and as completely as by virtue of the powers contained in said mortgage he is authorized to do in the premises, does hereby grant, bargain, sell and convey to Bessie Mussey McGregor as purchaser at said sale, the real estate hereinafter described; and for the same consideration, I, Howard Eugene Mussey, by and through Dan P. Barber, as Auctioneer, do hereby grant, bargain, sell and convey unto the said Bessie Mussey McGregor the following described real estate located in Shelby County, Alabama, being the real estate described in said mortgage, to-wit: All that part of the property hereinafter described lying southward of the Montevallo and Ashville Public Road, to-wit: The NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and also a part of the NE $\frac{1}{4}$  described as follows: Begin at the SW corner of the NE $\frac{1}{4}$  and run North 2° 45' west along the West line of said forty 2637 feet to the NW corner of said forty; thence east along the north line of said forty 378.4 feet thence south 16° east 1839.6 feet to the Montevallo and Ashville Public Road thence north along said road 62° 5' east 634 feet; thence North 4° 20' East 534.6 feet, thence south 14° 25' east 613 feet; thence south 54° 15' east 521.9 feet to Cahaba Valley Creek, thence down said creek as follows: South 66° 10' West 338 feet; south 58° 25' west 76 feet, south 51° 25' west 105 feet, south 33° 55' West 241.3 feet, south 66° 20' west 40.2 feet to the south line of said forty; thence south 89° 55' West 1696 feet to the point of beginning, all situated in Section 28, Township 19, Range 2 West.

TO HAVE AND TO HOLD to and unto the said Bessie Mussey McGregor, her heirs and assigns forever, subject to prior liens, if any, recorded prior to the recordation of said mortgage and subject also to the Statutory right of redemption in any party who may be entitled under the laws of Alabama to exercise the right of redemption.

IN WITNESS WHEREOF, the said Bessie Mussey McGregor, by and through her Attorney in Fact and Auctioneer, Dan P. Barber, does set his signature, and the said Howard Eugene Mussey, by and through Dan P. Barber, as Auctioneer, and pursuant to authority vested in him as such Auctioneer, by law, do set their hands and seals on this 9th day of December, 1949.

Bessie Mussey McGregor

By: Dan P. Barber

Attorney in Fact and Auctioneer

Howard Eugene Mussey

By: Dan P. Barber

Auctioneer

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Harold M. Cook, a Notary Public, in and for said County and in said State, do hereby certify that Dan P. Barber, whose name as Attorney in Fact and Auctioneer, as aforesaid, 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 Attorney in Fact and Auctioneer for Bessie Mussey McGregg, as aforesaid and with full authority for Bessie Mussey McGregg, as aforesaid executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 9th day of December, 1949.

(NOTORIAL SEAL)

Harold M. Cook

Notary Public.

STATE OF ALABAMA  
SHELBY COUNTY  
I hereby certify that  
\$ 4.00 Privilege Tax  
has been paid on the with-  
in instrument as required  
by law.  
L. C. WALKER  
JUDGE OF PROBATE

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Harold M. Cook, a Notary Public, in and for said County and in said State, do hereby certify that Dan P. Barber, whose name as Auctioneer, as aforesaid, 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 with full authority thereto, executed the same voluntarily on the day the same bears date, for and as his act as such Auctioneer for Howard Eugene Mussey.

Given under my hand this 9th day of December, 1949.

(NOTORIAL SEAL)

Harold M. Cook

Notary Public.

Filed in the office of the Probate Judge on the 21st day of December, 1949 at 10 A. M. and recorded in Deed Book 141 on page 110 on this the 2nd day of January, 1950.

L. C. Walker, Judge of Probate.