

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That, whereas, heretofore on, to-wit: **September 29 , 1958** Clifford Cox and wife Wilma Cox executed a certain mortgage on the property hereinafter described to Jim Walter Corp. , which said mortgage is recorded in Office of the Probate Judge of Shelby County Book 256, Page 363 ; and,

WHEREAS, in and by said mortgage 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 Court-house door of said County, 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 **four** consecutive weeks prior to said sale at public out-cry 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, said mortgage with the powers therein contained was duly assigned to **Mid-State Homes, Inc.** on the **20th** day of **November** **1960**; and,

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said assignee did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the **SHELBY COUNTY REPORTER** newspaper published in **Shelby** County, Alabama, and of general circulation in **Shelby** County, Alabama, in its issues of **5/21, 28; 4/7, 14, ; 1960**

WHEREAS, on **April 28, 1958**, 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 **Mid-State Homes, Inc.** , as assignee of said mortgage, did offer for sale and sell at public outcry in front of the door of the Courthouse in **Shelby** County, Alabama, the property hereinafter described; and,

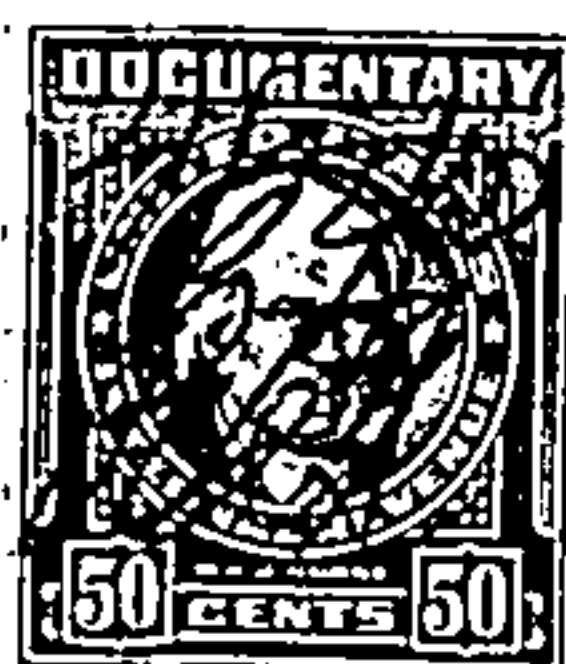
WHEREAS, **R. A. Norred** was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the **Mid-State Homes, Inc.** ; and,

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of **Mid-State Homes, Inc.** , in the amount of **Two thousand three hundred fifty & 56/100**-----Dollars, which sum of money **Mid-State Homes, Inc.** offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to **Mid-State Homes, Inc.** ;

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of \$ **2350.56** on the indebtedness secured by said mortgage, the said **Mid-State Homes, Inc.** by and through **R. A. Norred** , as Auctioneer conducting said sale and as attorney in fact for **Mid-State Homes, Inc.** , and the said **R. A. Norred** , as Auctioneer conducting said sale and as attorney in fact for **Mid-State Homes, Inc.** and the said **R. A. Norred** , as Auctioneer conducting said sale, do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the said **Mid-State Homes, Inc.**

the following described property situated in **Shelby** County, Alabama, to-wit:

Commence at Northeast Corner of the Northwest quarter of the Southeast Quarter of Section 18, Township 20 South, Range 2 West in Shelby County Alabama, as a steel drill driven in the ground. And run south parallel with East line of said 40 acres; 100 feet Thence West parallel with North line of said 40 acres 94 feet; Thence North 100 feet to north line of said 40 acres; Thence South and parallel with North line of said 40 acres 94 feet to the point of beginning.



TO HAVE AND TO HOLD THE above described property unto **Mid-State Homes, Inc.**

, its heirs 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 Mid-State Homes, Inc. has caused this instrument to be executed by and through R. A. Norred as Auctioneer conducting this said sale, and as attorney in fact, and R. A. Norred as Auctioneer conducting said sale has hereto set his hand and seal on this the 28th day of April, 1960.

BY R. A. Norred as Auctioneer and Attorney in Fact.
R. A. Norred as Auctioneer conducting said sale.

STATE OF ALABAMA
CALHOUN COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that
R. A. Norred
Mid-State Homes, Inc.
me, acknowledged before me on this day that being informed of the contents of the conveyance, he, in his capacity as said 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 on this the 28th day of April, 1960.

Fred Lybrand
Notary Public

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Deed was filed for record in this office on the 28 day of April 1960 at 3 P M. o'clock and recorded in Book 960 at page 53 on the 3 day of May 1960.
Mortgage Tax Deed Tax 50 has been paid.

Conrad M. Fowler
Judge of Probate

STATE OF ALABAMA }
SHELBY COUNTY }

I, Conrad M. Fowler, Judge of Probate hereby certify that the within Deed was filed in this office for record the 28 day of April 1960 at 3 P M. o'clock. It was recorded in Book 960 Record 53 and the Mortgage Tax of \$ and the Deed Tax of \$ 50 has been paid.
Conrad M. Fowler
Judge of Probate
Fee \$ 1.45

1.45
1.45 paid

*Recd. William's Report
Atty at Law
406 Commercial
Rate B1 B2 B3
Conrad*