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This indenture, made this 25th day of APRIL, 1961, between Modern Homes Construction Company as agent and attorney in fact for WILL REED & ANNA REED as party of the first part, and Modern Homes Construction Company as party of the second part

WITNESSETH: On the 10th day of February, 1960, the said WILL REED & ANNA REED executed a mortgage to Modern Homes Construction Company, to secure a note of even date therewith in the original sum of Four thousand three hundred eighty-eight & 40/100 (\$4,388.40) and this mortgage contained a power of sale of the hereinafter described property, which power of sale granted unto the said Modern Homes Construction Company, the right and power to sell the hereinafter described land in the following manner: By giving thirty (30) days notice by publication once a week for three (3) successive weeks of the time, place, and terms of sale by publishing in some newspaper published at COLUMBIANA in SHELBY County, Alabama, to sell the same in front of the courthouse door of said county at public outcry to the highest bidder for cash and apply the proceeds of said sale, first to the expense of advertising, selling, and conveying, including a reasonable attorney fee; second, to the payments of any amounts necessary to expend for insurance, taxes, or other incumbrances; and third, to the payment of said note in full and the balance, if any, turned over to the said mortgagor WILL REED & ANNA REED and the mortgagor further gave the right in said sale to the mortgagee, Modern Homes Construction Company, to bid at said sale if it would be the highest bidder thereof. This power of sale was granted on the condition that the said mortgagors defaulted in the payment of the said indebtedness, all as described by the said mortgage recorded in Book No. 264, Page 568, in the office of the Judge of Probate of SHELBY County, Alabama.

The said mortgagors did default in the payment of the said indebtedness by failing to pay the installments due thereon for the months of April 60, May, June, July, Aug., Sept., Oct., Nov., and Dec. Jan. 61, Feb. & Mar. and the said note and mortgage gave unto the said mortgagee the right and option to declare the entire remaining indebtedness on the said note due and payable at once in the event of default of any installment when due. The said mortgagee exercised such option and did declare the entire remaining indebtedness of said note in the sum of Four thousand three hundred twenty-seven & 45/100 dollars (\$4,327.45) to be due and payable at once and the said mortgagee gave the above described notice as required by the said power of sale by publishing once a week for three successive weeks of the time, place and terms of the sale. On April 25, 1961 the said public sale was held during the legal hours of sale, before the Courthouse door of SHELBY County, Alabama, and after fully complying with the terms of the said power of sale and the laws in such cases made and provided the hereinafter described property was knocked off the party of the second part, it being the highest bidder for cash at and for the sum of Three thousand one hundred & 00/100 dollars (\$3,100.00) the said property being described as follows:

A part of lot No. 179 according to Horsley's Map of Columbiana, Shelby County, Alabama and being a part of the southwest quarter of the southwest quarter of section 23, Township 21, Range 1 West, more particularly described as follows: Commence at the intersection of the east boundary line of the southwest quarter of the southwest quarter of section 23, township 21, range 1 west and the south line of what is commonly referred to as the Joinertown Road and run thence northwesterly along the said south line a distance of 120 feet to the northeast corner of the said Lot No. 179, which is also known as the Gussie Pope lot; run thence south along the east boundary of said lot 210 feet to the point of beginning; of the lot herein conveyed; run thence south along a projection of the said east boundary of said lot 210 feet to the south line of said lot; run thence westerly along the south line of said lot 105 feet to the southwest corner of said lot; run thence northerly along the west boundary of said lot, 210 feet, run thence easterly 105 feet to the point of beginning of the lot herein conveyed, containing one-half of an acre, more or less, and situated in Columbiana, Shelby County, Alabama.

This is the same real estate as that conveyed by Luvert Reed and wife, Alice M. Reed to Will Reed and wife Anna Reed by that certain warranty deed dated December 14, 1959, and recorded in the office of Judge of Probate of Shelby County, Alabama in Book No. 207 at page 368 on February 4, 1960.



Now therefore, for and in consideration of the said sum of \$3,100.00 in cash money, the receipt whereby is acknowledged the said party of the first part by virtue of the power and authority vested in it under the said power of sale, does hereby grant, bargain, sell and convey unto the said party of the second part the described land.

To have and to hold the granted premises, with all the rights, easements, and appurtenances thereto belonging, to the said party of the second part its assigns and its successors, to its own use and behoof forever.

In Witness whereof, the saidparty of the first part has hereunto, by Modern Homes Construction Company, their attorney in fact, set their hands and affixed their seals on the day and year first above written.

Will Reed (L.S.)

Anna Reed (L.S.)

MODERN HOMES CONSTRUCTION COMPANY (L.S.)

Anna C. Buckles

Arlie M. Wisenbaker

BY: M. Melba DeLoach  
M. M. DeLoach - Vice-President

ATTEST BY: Robert C. Dumas  
Secretary-Treasurer

STATE OF GEORGIA  
COUNTY OF LOWNDES

I, Arlie M. Wisenbaker, a Notary Public in and for said County and State, hereby certify that Mrs. Melba (M. M.) DeLoach, whose name as vice-president of Modern Homes Construction Company, a corporation, as attorney in fact for WILL REED & ANNA REED is signed to the foregoing deed, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said deed she as such officer and with full authority, executed the same voluntarily for and as the act of the said corporation acting in its capacity as agent and attorney in fact, as aforesaid.

Given under my hand and official seal this 25th day of April, 1961.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 9/19/61

RECORDED & \$       MTG. TAX  
& \$       DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Conrad M. Fowler  
JUDGE OF PROBATE

Arlie M. Wisenbaker  
Notary Public, Lowndes County, Georgia  
Notary Public, Lowndes County, Ga.  
My Commission Expires Aug. 1, 1962

