

2588
STATE OF ALABAMA

MORTGAGE FORECLOSURE DEED

SHELBY COUNTY

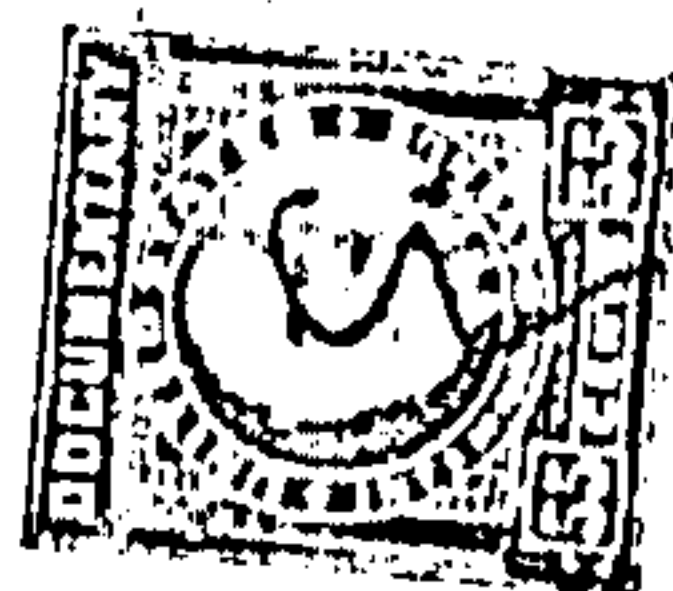
KNOW ALL MEN BY THESE PRESENTS, That Whereas default has been made in the payment of debt secured by that certain mortgage executed and delivered by Edythe Crenshaw, a single woman, to Sadie Benson, on the 25th day of July, 1961, which said mortgage was recorded in the Office of Judge of Probate for Shelby County, Alabama, in Mortgage Book 273 at page 305; and

WHEREAS, said mortgage provides that on default of the payment of any installment of the indebtedness or the interest thereof secured, all of the indebtedness shall become due and payable, and the mortgagee, her heirs or assigns, are authorized to take possession of said property, and may sell the same to the highest bidder, at public auction, at Columbiana, Alabama, for cash, after having advertised such sale in some newspaper published in said County, by three weekly insertions for not less than twenty days, and execute title to the purchaser at said sale, and apply the proceeds to the payment of the expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of the said demand thereby secured, and pay over the remainder, if any, to the mortgagor. Said mortgage also authorizes that the mortgagee may buy the property described therein at said sale, and the auctioneer crying the same, may execute title to the purchaser; and

WHEREAS, default has been made in payment of note secured by said mortgage, and there is a balance due on the indebtedness, including principal and interest, of TWO HUNDRED FOUR AND NO/100 DOLLARS; and

WHEREAS, mortgagee elected to foreclose said mortgage, as provided in the terms thereof, and did, on the 29th day of December, 1961, deliver a notice of mortgage foreclosure sale to the Shelby County Reporter, a newspaper published at Columbiana, Shelby County, Alabama, and this notice of mortgage foreclosure sale was published in said newspaper for three weekly insertions to-wit: on January 4, 1962; January 11, 1962; January 18, 1962; and

WHEREAS said notice gave the description of the property and the



time and the place of the sale as during the legal hours of sale on January 27, 1962, in front of the Court House door in Columbiana, Alabama; and

WHEREAS, W. W. Rabren was selected by said mortgagee as agent and auctioneer to make said sale; and

WHEREAS, the said W. W. Rabren, in strict compliance of the powers of sale contained in said mortgage, and pursuant to the terms outlined in said notice, did offer for sale, for cash, during the legal hours of sale on January 27, 1962, in front of the Court House door in Columbiana, Shelby County, Alabama, the hereinafter described real estate; and

WHEREAS, at said sale, James T. Davis, did bid the sum of TWO HUNDRED THIRTY-EIGHT AND 90/100 DOLLARS, which was the highest bid made, at said sale, and said bid was accepted after fair warning.

NOW THEREFORE, I, the said W. W. Rabren, as agent and auctioneer for Edythe Crenshaw, mortgagor, and Sadie Benson, mortgagee, for and in consideration of the premises, and the sum of TWO HUNDRED THIRTY-EIGHT AND 90/100 DOLLARS, in hand paid by James T. Davis, the receipt whereof is acknowledged, I, the said W. W. Rabren, as agent and auctioneer for mortgagor and mortgagee, do hereby grant, bargain, sell and convey unto the said James T. Davis, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot No. 6, as per Map of Benson's Camp on Waxahatchee Creek, which is recorded in Map Book 4 at page 28, in the Office of Judge of Probate, Shelby County, Alabama

TO HAVE AND TO HOLD unto the said James T. Davis, his heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of January, 1962.


Agent and Auctioneer

Sadie Benson

By:


Agent and Auctioneer

Edythe Crenshaw

By:


Agent and Auctioneer

(ACKNOWLEDGMENT ON REVERSE SIDE)