

FORECLOSURE DEED

STATE OF ALABAMA

Shelby COUNTY

1586
KNOW ALL MEN BY THESE PRESENTS, That, whereas, heretofore on, to-wit: **January 5, 1962**,
Thomas E. Smith and wife Vivian Smith executed a certain
mortgage on the property hereinafter described to **Jim Walter Corporation**,
which said mortgage is recorded in Book **275**, Page **478**, in the Probate Office of **Shelby**
County, Alabama; 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 Courthouse door of said County, 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 **13th** day of **January**, 1962; 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**, a newspaper published in **Shelby** County, Alabama, and of general circulation in **Shelby** County, Alabama, in its issues of **11/8, 15, 22, 29/62** and,

WHEREAS, on **December 17**, 1962, 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, **Don Gilley** 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 **Four thousand seven hundred thirty-nine and 40/100** 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 \$ **4,739.40** on the indebtedness secured by said mortgage, the said **Mid-State Homes, Inc.** by and through **Don Gilley** as Auctioneer conducting said sale and as attorney in fact for **Mid-State Homes, Inc.**, and the said **Don Gilley**, as Auctioneer conducting said sale and as attorney in fact for **Mid-State Homes, Inc.** and the said **Don Gilley** 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:

Starting in the NW corner at the Ellis Booth property line for a point of beginning; thence go a distance of 120 feet South along the West right of way of the Mordevallo and Bessemer Hwy; thence go East a distance of 130 feet; thence go North a distance of 120 feet; thence go West a distance of 130 feet to point of beginning, containing a lot 120 feet wide and 130 feet deep in the following described property: Commencing at the NE corner of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 21, Township 21, South, Range 3 West and run West along Section line a distance of 210.78 feet; thence 88°59' left a distance of 100.00 feet to the point of beginning, being the Southeast corner of church lot; thence a distance of 578.80 feet; thence 81°38' right a distance of 271.85 feet; thence 98°22' right a distance of 613.10 feet; thence 88°55' right a distance of 271.85 feet to the point of beginning, containing 3.61 acres located in the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21, Township 21 South, Range 3 West, near Maylene, Shelby County, Alabama.

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 **Don Gilley**

as Auctioneer conducting this said sale, and

as attorney in fact, and **Don Gilley**

as Auctioneer conducting said sale has hereto set his hand

and seal on this the **17th** day of **December**, 19**62**.

BY

Don Gilley

DON GILLEY

, as Auctioneer

and Attorney in Fact.

Don Gilley

DON GILLEY

, as Auctioneer

conducting said sale.

STATE OF ALABAMA
SHELBY COUNTY

ACT NO. 768

I hereby certify that no Deed Tax has been
collected on this instrument.

Conrad M. Faulkner

Judge of Probate

"TAX EXEMPT"

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Don Gilley**

, whose name as Auctioneer and Attorney in Fact for **Mid-State Homes, Inc.**

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 said Auctioneer and Attorney in Fact, with full authority, ex-

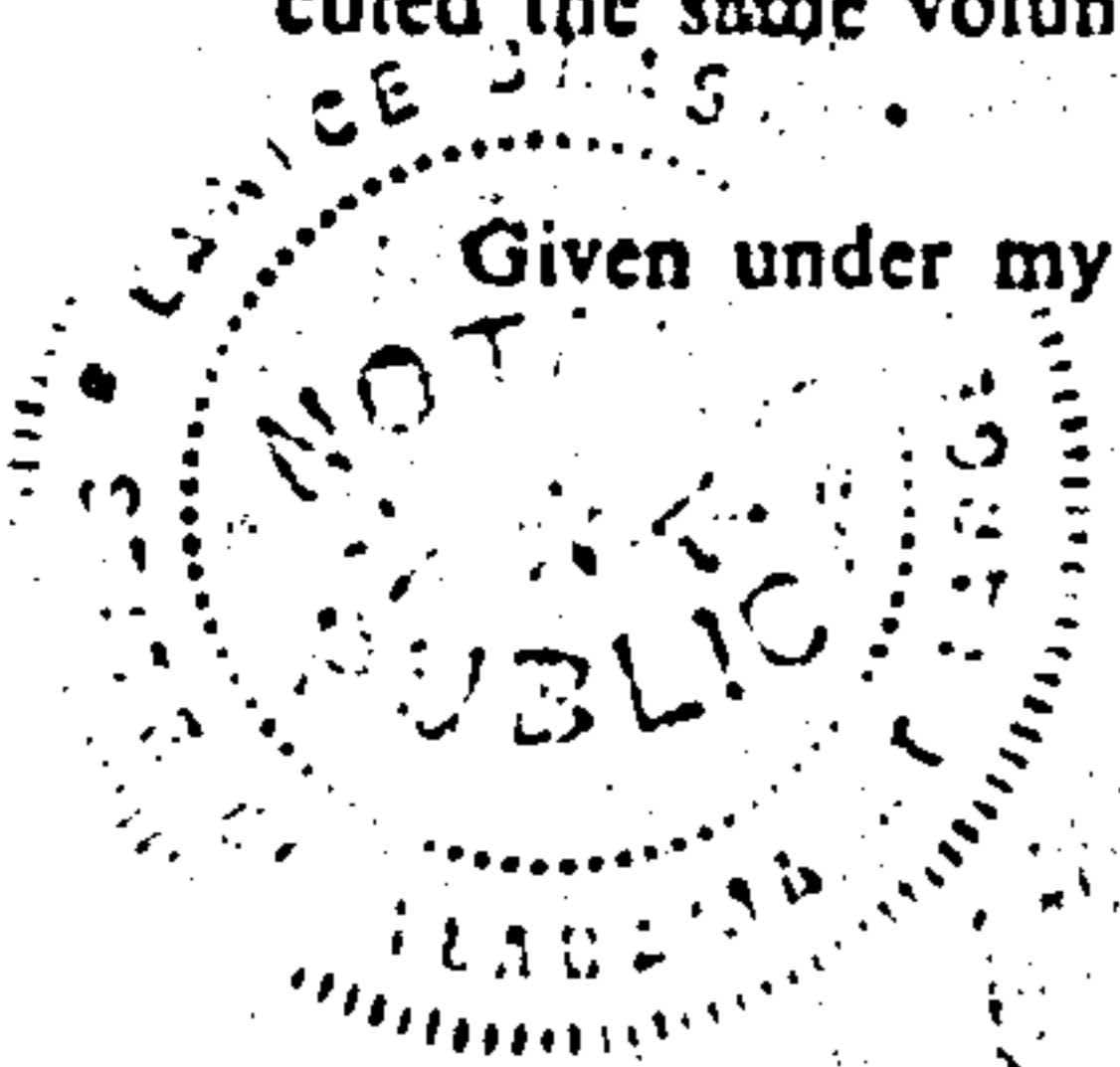
ecuted the same voluntarily on the day the same bears date.

17th

Given under my hand and official seal on this the day of **December**, 19 **62**.

James L. Lusk

Notary Public



STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 12/17/62
RECORDED & \$1.00 MTG. TAX
& \$1.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Faulkner

JUDGE OF PROBATE

BOOK 223 PAGE 706

W. O. McNeal
11/18/62
H. O. McNeal
2.00