

STATE OF ALABAMA)
SHELBY COUNTY)

1163

FORECLOSURE DEED

WHEREAS, The First National Bank of Birmingham, a national banking association, hereinafter referred to as the mortgage owner, was, on the day of sale hereinafter mentioned, the owner and holder of that certain mortgage and the indebtedness secured thereby, described as follows: Mortgage executed by Will F. Franke and wife, Velma W. Franke, hereinafter referred to as the mortgagors, to The First National Bank of Birmingham, a national banking association, on the 16th day of October, 1957, given to secure the principal sum of Eight Thousand Two Hundred and no/100 (\$8,200.00) Dollars, which mortgage is recorded in the Probate Office of Shelby County, Alabama, in Mortgage Volume 252 at page 152 and recorded in the Probate Office of St. Clair County, Alabama, in Mortgage Volume 150 at page 469.

WHEREAS, said mortgage provided that if and when the mortgagors, or assigns, should fail to pay the mortgage indebtedness, or any part thereof, when the same fell due, the owner of said mortgage was authorized at the option of the latter, to declare the entire mortgage indebtedness to be due and payable at once, and to take possession of the mortgaged property, and to sell at public outcry, after notice as in such mortgage provided, and

WHEREAS, the mortgagors, or assigns, failed to pay the mortgage indebtedness when the same fell due, but made default therein, whereupon the mortgage owner elected to and did declare the entire mortgage indebtedness due and payable, and

WHEREAS, on this date between the legal hours of sale, the property described in and by said mortgage, being the same property hereinafter described, was offered for sale, before the Court House



door of Shelby County, Alabama, to the highest bidder for cash, after giving thirty (30) days notice of the time and place of such sale by advertisement in the Shelby County Reporter, a newspaper published in Shelby County, once a week for four (4) consecutive weeks prior to said sale, in the issues of said paper, November 15, November 22, November 29 and December 6, 1962, and after giving thirty (30) days notice of the time and place of such sale by advertisement in The St. Clair News-Aegis, a newspaper published in St. Clair County, once a week for four (4) consecutive weeks prior to said sale, in the issues of said paper, November 15, November 22, November 29 and December 6, 1962, and

WHEREAS, at such sale, which was conducted by the undersigned Auctioneer, in all respects in accordance with the provisions of said mortgage, and the laws of this State respecting same, the grantee herein became the purchaser of said property, being the highest and best bidder therefor, at and for the price of One Thousand Five Hundred and no/100 (\$1,500.00) Dollars.

NOW THEREFORE, In Consideration of the premises, and in order to evidence the said sale, the undersigned mortgagor acting by and through the undersigned auctioneer as attorney in fact, have granted, bargained, sold and conveyed, and do by these presents grant, bargain, sell and convey unto the said The First National Bank of Birmingham, a national banking association, the grantee herein, the following described real estate, being the same real estate described in and conveyed by said mortgage, the same lying and being in Shelby and St. Clair Counties, Alabama, to-wit:

The northwest quarter of northeast quarter of Section 20, Township 19 South, Range 2 West, in Shelby, County, Alabama.

Also all of the minerals and mineral rights in, under and upon the following described lands in St. Clair, County, Alabama, to-wit:

W $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 16, Township 14, Range 4, East;

NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 16, Township 14, Range 4
East; E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 19, Township 14, Range
4 East; W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 20, Township 14, Range
4 East; NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 20, Township 14, Range
4 East; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 20, Township 14, Range
4 East; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 20, Township 14, Range
4 East, containing in all 400 acres, more or less.

Said purchaser, the grantee herein, announced at the sale, after the latter was declared to be the successful bidder, that the grantee herein would credit said mortgage indebtedness with the amount of said bid, which will leave a deficiency remaining due and owing on said indebtedness.

TO HAVE AND TO HOLD to the said grantee, its successors and assigns in fee simple forever.

In Witness Whereof, The names of the mortgagors have been hereunto affixed by the undersigned auctioneer as attorney in fact, all on this the 21st day of December, 1962.

Will F. Franke
Velma W. Franke
By J. N. Holt
As Auctioneer and as Attorney in fact
for the mortgagors.

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority in and for said County, in said State, hereby certify that J. N. Holt, whose name as attorney in fact for Will F. Franke and Velma W. Franke, his wife, 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, as such attorney in fact, executed the same voluntarily on the day the same bears date.

In Witness Whereof, I have hereunto set my hand and official seal this the 21st day of December, 1962.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
F 12/29/62 1962
RECORDED & \$ MTG. TAX
& \$ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Decker
JUDGE OF PROBATE

Coy M. Pope
Notary Public

