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STATE OF ALABAMA, COUNTY OF SHELBY :

This indenture, made this 23rd day of July, 1963, between Modern Homes Construction Company as agent and attorney in fact for William Frederick Brasher and Doris Bean Brasher as party of the first part, and Modern Homes Construction Company as party of the second part

WITNESSETH: On the 9th day of May, 1962, the said William Frederick Brasher and Doris Bean Brasher executed a mortgage to Modern Homes Construction Company, to secure a note of even date therewith in the original sum of \$7,071.84, 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 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 William Frederick Brasher and Doris Bean Brasher 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 277, page 236, 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 March, April, May, and June, 1963, 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 \$6,613.48 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 (3) successive weeks of the time, place and terms of the sale. On July 23, 1963, 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, the hereinafter described property was knocked off to the party of the second part, it being the highest bidder for cash at and for the sum of \$4,500.00, the said property being described as follows:

A part of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 17, Township 20, Range 1 East, described as follows: Begin at the Southeast corner of the above described forty, and run due West to the right of way of Shelby County Highway number 55, thence run in a Northwesterly direction along said Highway right of way 300 feet to a point; thence due East about 250 feet to forty line, thence South along said forty line to the Southeast corner, or the point of beginning, containing one acre, more or less.

This is the same real estate as that conveyed by Leonard B. Bailey and Frances Bailey to William Frederick Brasher and wife, Doris Bean Brasher by that certain deed dated March 26, 1962 and which is recorded in the office of the Judge of Probate of Shelby County, Alabama in Book 220 at page 13 as recorded on April 2, 1962. This being the same parcel of land on which Modern Homes Construction Company erected a frame shell house for the Mortgagor's herein.

Now therefore, for and in consideration of the said sum of \$4500⁰⁰, 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 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 said party 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.

William Frederick Brasher (L.S.)

Doris Bean Brasher (L.S.)

MODERN HOMES CONSTRUCTION COMPANY (L.S.)

M. M. DeLoach
M. M. DeLoach, Vice President

Robert D. Conner, Secretary-Treasurer

STATE OF GEORGIA, COUNTY OF LOWNDES:

I, Iona C. Buckles, a Notary Public in and for said County and State, hereby certify that M. M. DeLoach, whose name as Vice President of Modern Homes Construction Company, a corporation, as attorney in fact for William Frederick Brasher and Doris Bean Brasher, 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 19 day of July, 1963.

Iona C. Buckles
Notary Public, Lowndes County, Georgia

Notary Public, State of Georgia
My Commission Expires Dec. 15, 1964

Box 1331
Valdosta, Ga. 31601

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