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FORECLOSURE DEED

STATE OF ALABAMA X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY X

That WHEREAS Richard W. Caughey and wife, Marilyn J. Caughey, did on the 15th day of August, 1960, execute that certain mortgage upon the hereinabove described real property to Morris E. Padgett to secure the repayment of the sum of One Thousand Eight Hundred Fifty and no/100 DOLLARS (\$1,850.00) loaned by the said mortgagee to the mortgagors, said mortgage being recorded in Mortgage Book 267, at Page 575, in the Probate Office of Shelby County, Alabama; and

WHEREAS, by the terms of said mortgage and the provisions of Section 165 of Title 47 of the Code of Alabama, the said Morris E. Padgett was authorized and empowered in the event of default in the payment of the indebtedness secured thereby, to declare the entire indebtedness due and payable, and after giving thirty days' notice of the time, place, and terms of sale by publication once a week for four consecutive weeks in some newspaper published in Columbiana, Shelby County, Alabama, and also in some newspaper published in Birmingham, Jefferson County, Alabama, to sell said property at public outcry to the highest bidder for cash in front of the Court House door in the City of Columbiana, Shelby County, Alabama; and

WHEREAS, said mortgage further provided that in case of sale under the power and authority contained in same, the mortgagee or his assigns was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee or his assigns may bid at the sale and purchase said property, if the highest bidder therefor; and

WHEREAS default was made in the payment of the indebtedness secured by said mortgage, which default has continued until this day; and WHEREAS said property, being subject to foreclosure, was advertised and sold in all respects as provided by the terms of said mortgage (and the requirements of Section 165 of Title 47 of the 1940 Code of Alabama as revised in 1958) in front of the main entrance of the Court House at Columbiana, Shelby County, Alabama, on the 31st day of July, 1963, after giving 30 days notice of the time, place and terms of sale by publication once a week for four consecutive weeks in the Shelby County Reporter, a newspaper published in the City of Columbiana, Shelby County, Alabama, and in the Alabama Legal Advertiser, a newspaper published in the City of Birmingham, Jefferson County, Alabama, at which sale the said mortgagee, Morris E. Padgett, did become the purchaser of said property at and for the sum of \$2,360.03, this being the highest and best bid; and

WHEREAS, Walter Cornelius was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the said Morris E. Padgett;

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of \$2,360.03, which includes \$150.00 attorney's fee, on the indebtedness secured by said mortgage, the said Morris E. Padgett by and through Walter Cornelius as Auctioneer conducting said sale and as Attorney in Fact for the said Morris E. Padgett and the said Walter Cornelius, as Auctioneer conducting said sale, do hereby grant, bargain, sell and convey unto the said Morris E. Padgett the following described property situated in Shelby County, Alabama, to-wit:

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A parcel of land in the NW 1/4 of NW 1/4 of Section 31, Township 18, Range 1 West, more particularly described as follows: Commence at the Southeast corner of said NW 1/4 of NW 1/4; thence run North along East line of said forty 660 feet; thence run West to a point 264 feet West of the West margin of Cahaba Beach Road for the point of beginning of the parcel herein conveyed; thence continue West to the West boundary line of said forty; thence run North 165 feet along the West boundary of said Forty; thence run East to a point 264 feet West of the West margin of said Cahaba Beach Road; thence run South 165 feet along the West boundary of the Curtis Lee and Juanita L. Acton lot to the point of beginning. Situated in Shelby County, Alabama. Mineral and mining rights excepted.

TO HAVE AND TO HOLD the above described property unto the said Morris E. Padgett, his heirs and assigns, forever.

IN WITNESS WHEREOF, the said Morris E. Padgett has caused this instrument to be executed by and through Walter Cornelius, Auctioneer conducting said sale, and as Attorney in Fact, and Walter Cornelius, as Auctioneer conducting said sale, has hereunto set his hand and seal on this the 8th day of August, 1963.

MORRIS E. PADGETT

BY: Walter Cornelius  
AS ATTORNEY IN FACT AND AUCTIONEER

STATE OF ALABAMA X  
SHELBY COUNTY X

I, George B. Bland, a Notary Public in and for said County in said State, hereby certify that Walter Cornelius, whose name as Auctioneer and Attorney in Fact for Morris E. Padgett 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, executed the same voluntarily on the day the same bears date.

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Given under my hand and official seal this the 8  
day of August, 1963.

George J. Barclay  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

July 18, 1964

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 11 AM

9-13 1963  
RECORDED & \$ MTG. TAX  
& \$ DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Donald M. Fowler  
JUDGE OF PROBATE

