

84
State of Alabama

County of JEFFERSON

WHEREAS The First National Bank of Birmingham, a national banking Association, and United States Fidelity & Guaranty Company, a corporation, (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 Whaley Company, Incorporated, The Big Four Co., Inc., James H. Whaley and Lucille M. Whaley

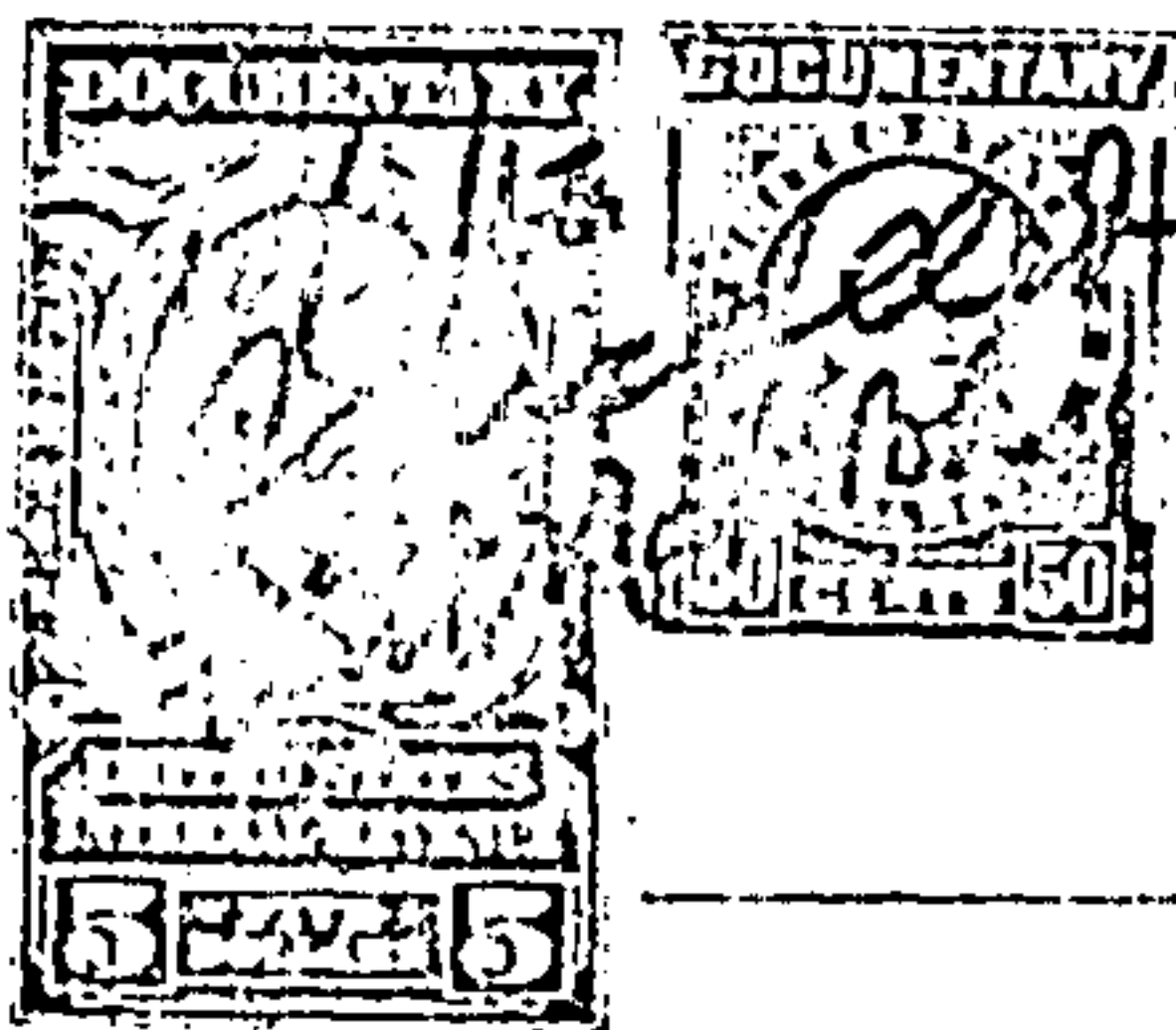
(hereinafter referred to as the mortgagor) to The First National Bank of Birmingham on October 9, 1962, securing the principal sum of \$225,000 and recorded in the Probate Office of Shelby County, Alabama, in Volume 279, page 585; said mortgage indebtedness was increased from time to time as shown by loan agreement dated October 2, 1962, and amendments thereof, entered into by and between the mortgagors and mortgagee; and

WHEREAS, said mortgage provided that if and when the mortgagor, 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 the same at public outcry, after notice as in said mortgage provided, and

WHEREAS, the mortgagor, 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, ~~the same was offered~~ to the highest bidder for cash, after giving three weeks notice of the time and place of such sale by advertisement in Shelby County Reporter, a newspaper published in said County, once a week for three consecutive weeks prior to said sale, in the issues of said paper of August 29, September 5 and September 12, 1963;

and
WHEREAS, at such sale, which was conducted by the undersigned auctioneer, in all respects in accordance with the provisions of said mortgage, the grantee herein became the purchaser of said property, being the highest and best bidder therefor, at and for the price of Five Thousand Dollars (\$5,000)



(hereinafter referred to as the present owner) acquired title to the mortgaged property from, or by means conveyances from the mortgagors, and is now the owner of said property subject to the above-described mortgage; and

WHEREAS, the present owner is not (or, if more than one, neither of them is) in the military or naval service of the United States of America, within the meaning of the Soldiers' and Sailors' Civil Relief Act of 1940, as is more particularly shown by affidavit attached hereto and made a part hereof.

BOOK 227 PAGE 401

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 and United States Fidelity & Guaranty Company

(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 County, Alabama, to-wit:

Commence at the northeast corner of Section 9, Township 24, Range 12 East and run west along the north line of said Section 2705.7 feet to a point; thence turn an angle of 56° 59' to the left and run 277.38 feet to the point of beginning of the land herein conveyed; thence turn an angle of 98° 12' to the left and run in an easterly direction 320.55 feet to a point; thence turn an angle of 29° and 09' to the left and run in an easterly direction 691.64 feet; thence turn an angle of 84° 30' to the right and run in a southerly direction 730.58 feet; thence turn an angle of 76° 55' to the right and run 29 feet to the northeasterly line of Lawler Avenue, thence along said avenue in a northwesterly direction, run 294.03 feet; thence turn an angle of 90° to the left and run in a southwesterly direction along the northwesterly line of Bearden Street a distance of 550 feet to Wilmont Subdivision, thence turn an angle of 90° to the right and run along said Wilmont Subdivision in a northwesterly direction 828 feet to the easterly right of way line of Alabama Highway No. 25; thence along said highway in a northeasterly direction 294.07 feet to the point of beginning, being situated in NW¼ of NE¼ and NE¼ of NW¼ of said Section 9.

There is also conveyed herein an easement for ingress and egress to and from the above described property both to the grantees herein, their successors and assigns forever and to the public generally over and across a 40 foot street running from said Highway 25 in an easterly direction to the eastmost corner of the above described property. The center line of said easement begins 20 feet northeast of the point of beginning of the above described land and on the easterly right of way line of said Highway 25 and runs parallel to the north lines of the above described property, one of said lines running 320.55 feet and the other said line running 691.64 feet.

Also lots 13, 14 and 15 in Block A, according to the Plat of Wilmont Subdivision as recorded in the Office of the Probate Judge of Shelby County, Alabama, in map book 3, page 124.

An undivided 63.8% interest in said mortgage and the indebtedness secured thereby was heretofore assigned by The First National Bank of Birmingham to United States Fidelity & Guaranty Company.

Said mortgage also conveys other property located in Jefferson County, Alabama and Madison County, Alabama.

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, his, her or their successors, heirs and assigns, in fee simple forever, in the proportion of an undivided 36.2% interest in said Bank and an undivided 63.8% interest in said United States Fidelity & Guaranty Company.

IN WITNESS WHEREOF, the name or names of the mortgagor have been herunto affixed by the undersigned auctioneer as attorney in fact, all on this the 26th day of September, 1963.

WHALEY COMPANY, INCORPORATED

THE BIG FOUR COMPANY, INC.

JAMES H. WHALEY

LUCILLE M. WHALEY

By 

As auctioneer and as attorney in fact for the mortgagor.

227-402

STATE OF ALABAMA
Jefferson County

I, the undersigned authority in and for said County, in said State, hereby certify that

Stanley M. Erdreich, Jr. whose name as attorney in fact for
Whaley Company, Incorporated, The Big Four Co., Inc., James H. Whaley
and Lucille M. Whaley
is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being in-
formed 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 26th day of
September, 1963.

Gladys Alverson
Notary Public, Jefferson County, Alabama
My Comm. exp. 27, 1965

Notary Public.

CERTIFICATE OF THE MORTGAGE OWNER

The undersigned THE FIRST NATIONAL BANK OF BIRMINGHAM

does hereby certify that Stanley M. Erdreich, Jr. who acted as
auctioneer in making the sale and conveyance evidenced by the foregoing foreclosure deed, was duly appointed by the
undersigned as auctioneer for the purpose of making said sale and conveyance.

Dated this September 30, 1963.

THE FIRST NATIONAL BANK OF BIRMINGHAM

ATTEST:

By [Signature]
Its SENIOR VICE PRESIDENT.

By [Signature]
Its ASSISTANT CASHIER

STATE OF ALABAMA

COUNTY OF _____

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 10-4-63
RECORDED & \$ 1.00 REG. TAX
& \$ 0.00 TAX HAS BEEN
PAID.
JUDGE OF PROBATE

Before me, the undersigned authority in and for said County and State, this day personally appeared
_____ who, being by me first duly sworn, deposes and says as follows:

Affiant is well acquainted with
referred to in the foregoing foreclosure deed, and knows of his own knowledge that

now living at the following address in the City of _____, Alabama,

viz: _____

and further states of his own knowledge that the said _____

_____ not in the military or naval service of the United States of America, within the meaning of the

Soldiers' and Sailors' Civil Relief Act of 1940; that said _____

_____ is at the present time engaged in business at _____

Subscribed and sworn to before me on

this _____ day of _____

Notary Public.