

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

2884

WHEREAS, David H. Kirksey and wife, Juanita Kirksey, were justly indebted to the Bessemer Branch, The First National Bank of Birmingham (hereinafter called Mortgagee) in the sum of \$41,500.00, and to secure said indebtedness did execute a mortgage of the hereinafter described real estate to the said Mortgagee, the same being dated January 9, 1961, of record in Volume 270 of Mortgages, at page 19, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the real estate described in said mortgage dated January 9, 1961, was erroneous and thereafter the said David H. Kirksey and wife, Juanita Kirksey did execute a mortgage of correction to the said Mortgagee covering the real estate which was intended to be described in said mortgage dated January 9, 1961, the said mortgage of correction being dated August 24, 1961 and of record in Volume 273, page 707, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the said David H. Kirksey and wife, Juanita Kirksey, did thereafter become justly indebted to said Mortgagee in the sum of \$10,090.00; and to secure said indebtedness did execute a second mortgage to the said Mortgagee, the same being dated May 24, 1963, and of record in Volume 282 of Mortgages, at page 634, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the indebtednesses secured by said mortgages did become in default and under the terms of said mortgages, the said Mortgagee did declare all of the indebtedness secured by said mortgages to be at once due and payable and elected to foreclose said mortgages in accordance with the terms thereof; and

WHEREAS, the said Mortgagee did thereafter give 21 days notice by publication in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, such publication having been once a week for three consecutive weeks, i.e., on March 19, March 26 and April 2, 1964, that the hereinafter described real estate would be sold under the power of sale in said mortgages at public auction to the highest bidder for cash on April 15, 1964, within the legal hours of sale, at the entrance of the Court House of Shelby County, Alabama, at Columbiana, Alabama; and

WHEREAS, pursuant to said notices of sale and under the powers of sale contained in said mortgages, the undersigned Mortgagee did, on the 15th day of April, 1964, within the legal hours of sale, at the entrance of the Shelby County Court House at Columbiana, Alabama, offer the hereinafter described real estate for sale at public auction to the highest bidder for cash and at said sale the said Mortgagee was the highest and best bidder and bid for and became the purchaser of said real estate at and for the sum of Forty-One Thousand Five Hundred and No/100 Dollars (\$41,500.00), this being the highest, best and last bid offered at said sale for said real estate; and

WHEREAS, it is now desired to convey the title of the said Mortgagors and Mortgagee to the purchaser at said foreclosure sale;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS That for and in consideration of the sum of \$41,500.00 to the undersigned Bessemer Branch, The First National Bank of Birmingham as Mortgagee, the said Bessemer Branch, The First National Bank of Birmingham as such Mortgagee, does hereby grant, bargain, sell and convey unto the Bessemer Branch, The First National Bank of Birmingham, all of the right,

title and interest of David H. Kirksey and wife, Juanita Kirksey,
and of said Mortgagee in and to the following described real
estate, situated in Shelby County, Alabama:

: Begin at the Northeast corner of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of
Section 31, Township 19 South, Range 2 West, thence
run South along the East line of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$ a
distance of 177.60 feet to the center line tangent
of the Cahaba Valley Road, thence in a Westerly dir-
ection and along the center line tangent of said
road a distance of 455.33 feet, thence 85 degrees
00 minutes to the right a distance of 40.15 feet to
the point of beginning, said point being on the line
of a board fence, thence continue on the above des-
cribed course and along said board fence a distance
of 535.00 feet to the corner of said board fence,
thence 89 degrees 29 minutes to the right and along
wire fence 82.61 feet, thence 80 degrees 31 minutes
to the left a distance of 738.25 feet, thence 93
degrees 54 minutes to the left a distance of 605.57
feet to a wire fence, said fence being an agreed
division line between Robert Waites and Dave Kirksey,
thence 85 degrees 15 minutes to the left and along
the above said division line fence a distance of
470.70 feet, thence 18 degrees 32 minutes 50 seconds
to the left and along said division line fence a dis-
tance of 834.60 feet to the Northerly right of way of
the Cahaba Valley Road, thence Easterly and along the
right of way of said Cahaba Valley Road a distance of
345.48 feet to the point of beginning. The above
described tract of land contains 14.1 acres, more or
less.

TO HAVE AND TO HOLD Unto the said Bessemer Branch, The First
National Bank of Birmingham, its successors and assigns forever.

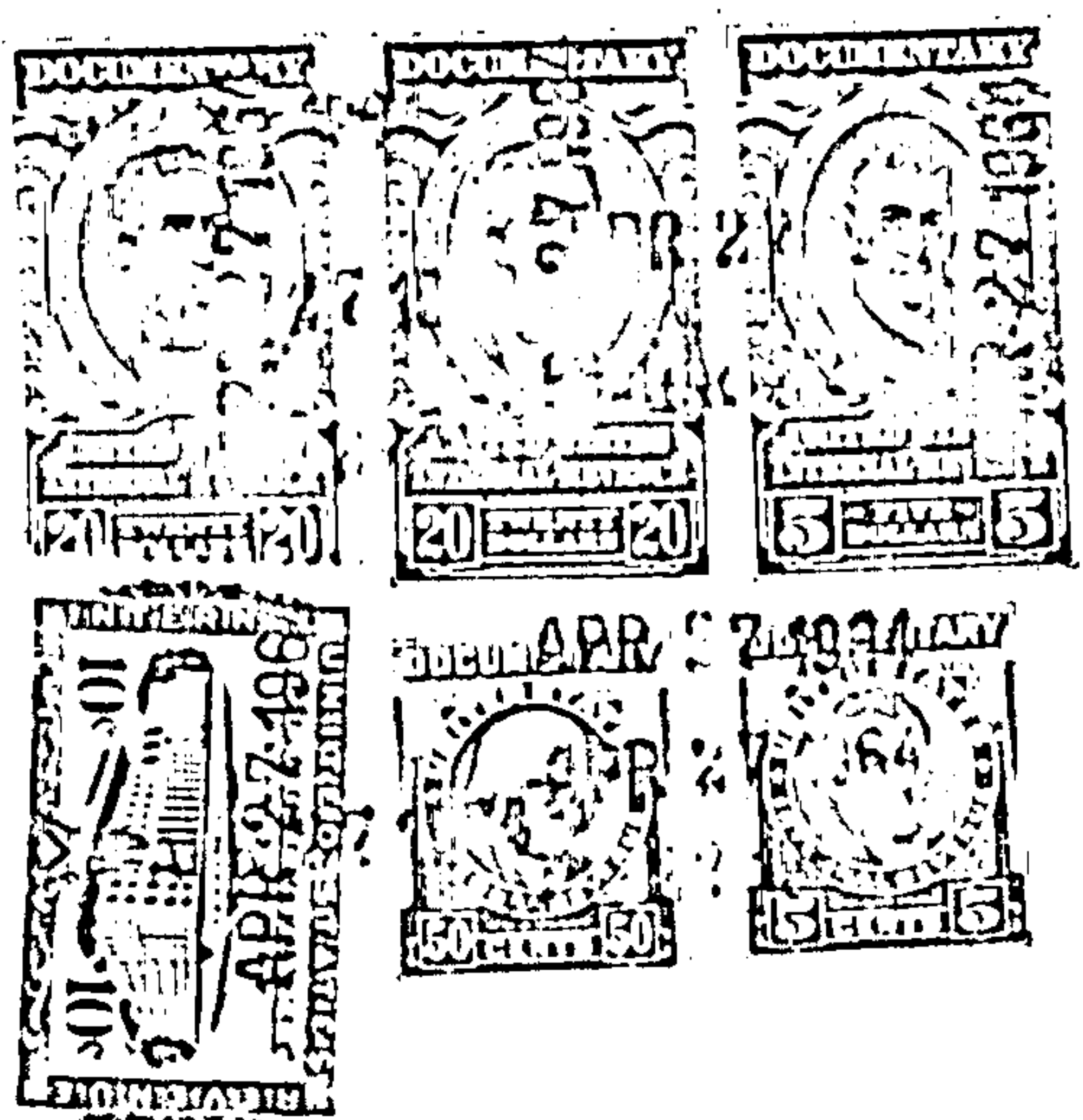
IN WITNESS WHEREOF the said David H. Kirksey and wife,
Juanita Kirksey, by and through the Bessemer Branch, The First
National Bank of Birmingham as Mortgagee and the said Bessemer Branch,
The First National Bank of Birmingham as such Mortgagee, have caused
this conveyance to be executed on this 16 day of April, 1964.

DAVID H. KIRKSEY AND WIFE, JUANITA KIRKSEY
BY BESSEMER BRANCH, THE FIRST NATIONAL
BANK OF BIRMINGHAM AS MORTGAGEE AFORESAID

BY Leon L. Mathews
Its Vice-President
BESSEMER BRANCH, THE FIRST NATIONAL BANK
OF BIRMINGHAM, AS MORTGAGEE AFORESAID

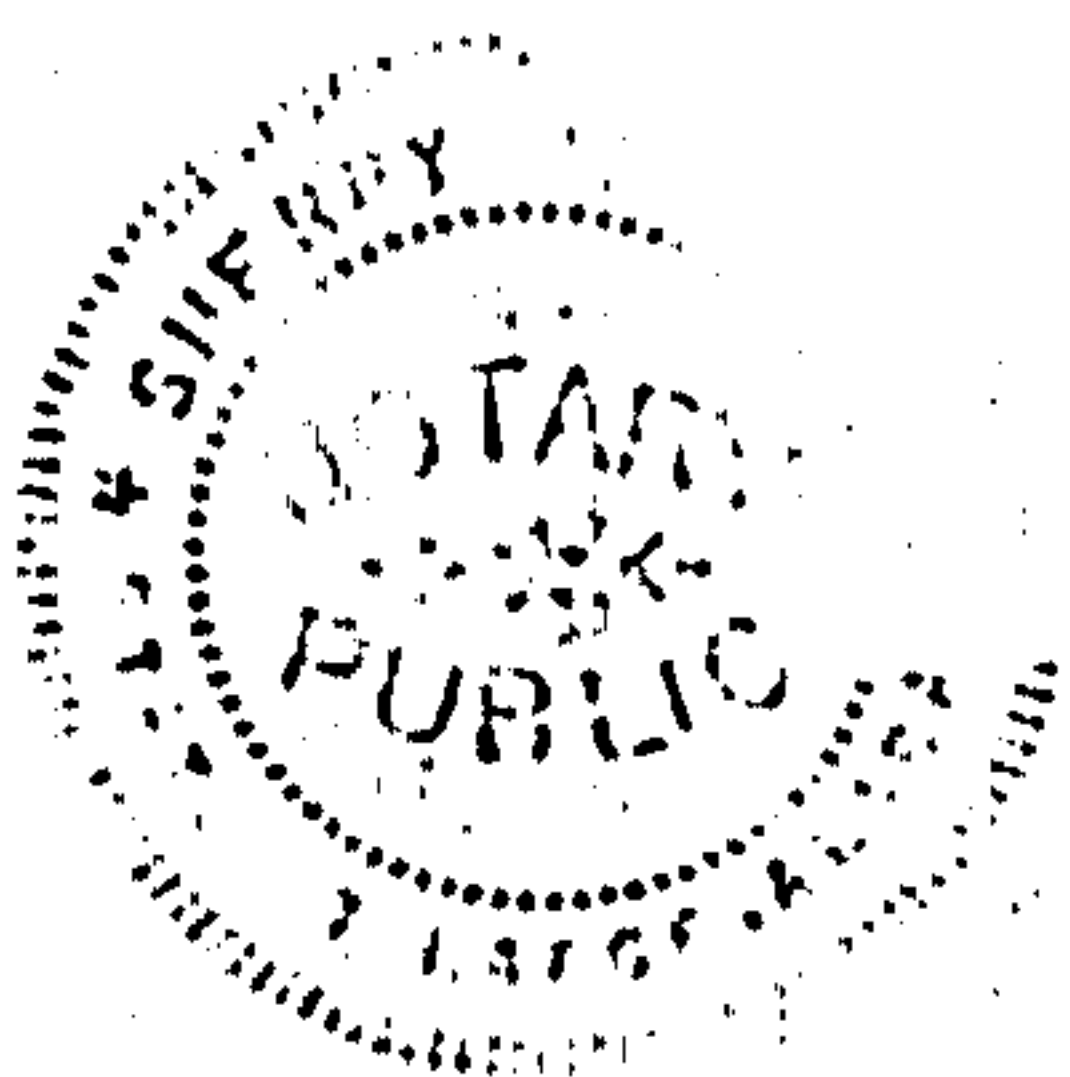
BY Leon L. Mathews
Its Vice-President

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STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, Sherry H. Posey, a Notary Public, in and for
said County, in said State, hereby certify that Leon L. Mathews,
whose name as Vice-President of The First National Bank of Birming-
ham, Bessemer Branch, a corporation, as mortgagee aforesaid, is
signed to the foregoing conveyance, and who is known to me, acknow-
ledged before me on this day, that being informed of the contents
of said conveyance, he, as such officer, and with full authority,
executed the same voluntarily for and as the act of said corpora-
tion, acting in its capacity as mortgagee as aforesaid.
Given under my hand and seal this the 16 day of April, 1964.



Sherry H. Posey
NOTARY PUBLIC

Notary Public, Alabama State at Large
My commission expires Mar. 31, 1968
Bonded by Home Indemnity Co. of N. Y.

BOOK 230 PAGE 288

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 4/22 1964
RECORDED & \$.....MTG. TAX
& \$.....DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Joubert
JUDGE DE PROBATE