

H. T. 70 J. H. H. H.

3383

STATE OF ALABAMA

SHELBY COUNTY

- MORTGAGE FORECLOSURE DEED -

KNOW ALL MEN BY THESE PRESENTS, that whereas, heretofore on, to-wit: March 14, 1964, Floyd Brown, a single man, executed a certain mortgage on the property hereinafter described to C. G. Sharp, said mortgage is recorded in mortgage Book 287, Page 109, in the Office of the Probate Judge of Shelby County, Alabama; and

Whereas, in and by said mortgage the mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the Court House door in Shelby County, Alabama, after giving notice of time, place and terms of said sale in said newspaper published in said County once a week for three consecutive weeks prior to the sale at public outcry for cash, to the highest bidder and said mortgage provided that in case of sale under the power and authority contained in same, the mortgagee or any person conducting said sale for the mortgagee are authorized to execute title to the purchaser at said sale, and it was further provided in and for said mortgage that the mortgagee may bid at the sale and place said property at the highest bidder thereof; and

Whereas, default was made in the payment of the indebtedness secured by said mortgage, and the said C. G. Sharp did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the Shelby County Reporter, Inc. in Columbiana, Alabama, in its issues of April 1, April 8, and April 15, 1965; and

BOOK 235 PAGE 258

Whereas, on the 23rd day of April, 1965, foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and C. G. Sharp, as mortgagee, did offer for sale at public outcry in front of the court house in Shelby County, Alabama, the property herein described; and

Whereas, John L. Cole, was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the said C. G. Sharp; and

Whereas, the highest and best bid for the property described in the aforementioned mortgage was the bid of

Harvey Royland Co, Inc.

in the amount of *Six Thousand Six Hundred Ninety Two Dollar + 89/100* which sum of money C. G. Sharp offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to *Harvey Royland Co, Inc.*

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of *Six Thousand Six Hundred Ninety-two + 89/100 (6,692.89)* on the indebtedness secured by said mortgage, the said C. G. Sharp and through John L. Cole, as Auctioneer conducting said sale and as attorney in fact for C. G. Sharp, do hereby GRANT, BARGAIN, SELL and CONVEY unto the said

Harvey Royland Co. Inc.

the following described property situated in Shelby County, Alabama, to-wit:

The North One-half ($N\frac{1}{2}$) of Southwest One-Quarter ($SW\frac{1}{4}$), Section 21, Township 21, South, Range 2 West, Part of Northeast Quarter ($NE\frac{1}{4}$) of Southeast Quarter ($SE\frac{1}{4}$) Section 20 Township 21, South, Range 2, West, East of Highway except tract North said, as recorded in the Office of the Judge of Probate Office of Shelby County, Alabama.

The above described property sold subject to that certain mortgage executed by George Floyd Brown to the Federal Land Bank of New Orleans on to-wit: February 14, 1963, in the amount of \$8,200.00 as recorded in Mortgage Book 281, Page 366, in the Office of the Judge of Probate of Shelby County, Alabama.

BOOK 235 PAGE 259

TO HAVE AND TO HOLD the above described property unto

Harvey Ragland Co., Inc.

subject, however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, and subject to the hereinabove mentioned mortgage.

IN WITNESS WHEREOF, C. G. Sharp has caused this instrument to be executed by and setting his signature and seal this 23rd day of April, 1965.

John L. Cole
Witness

C. G. Sharp
C. G. Sharp

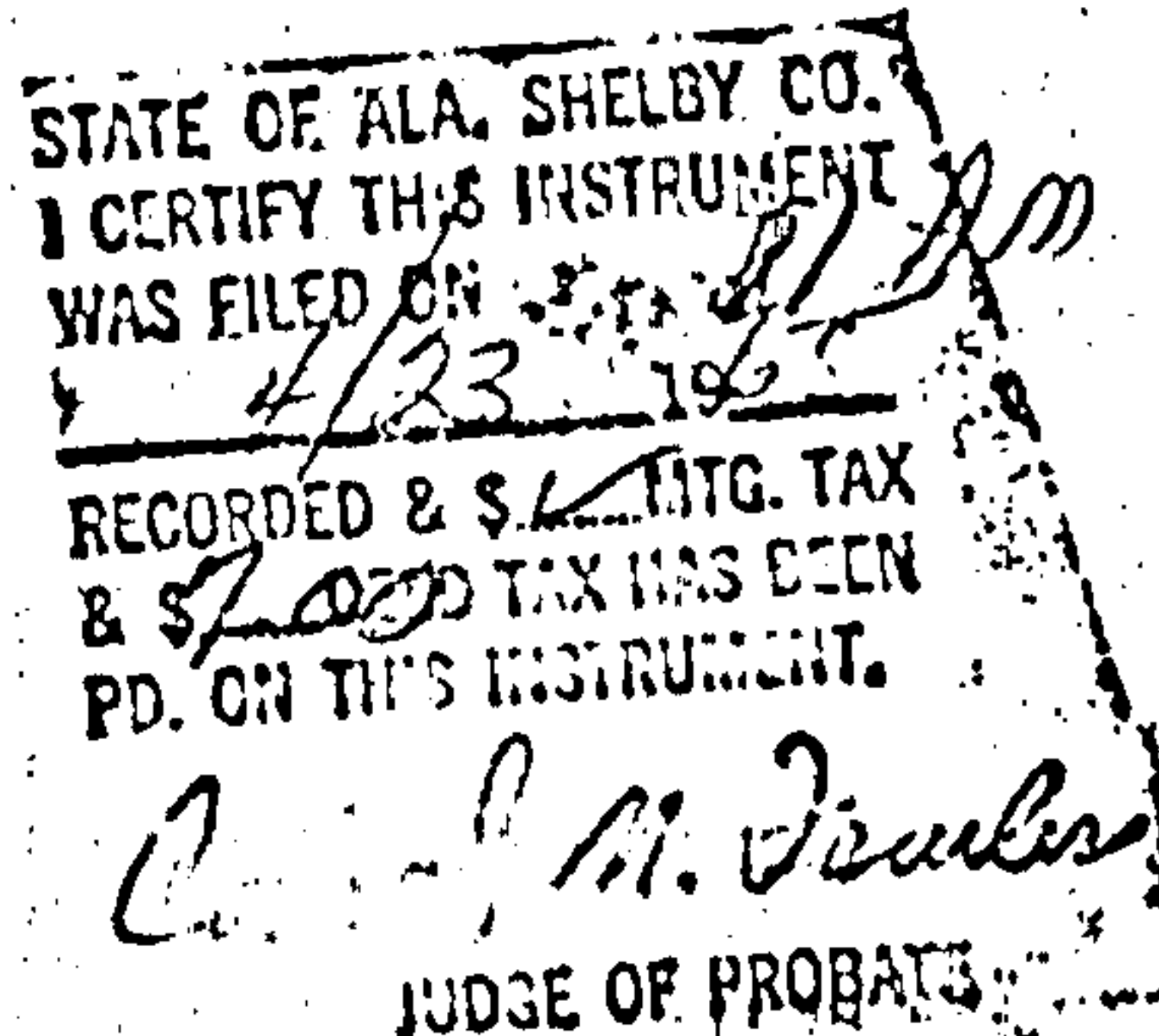
STATE OF ALABAMA

SHELBY COUNTY

I, John L. Cole, Notary Public in for said state and County hereby certify that C. G. Sharp, who's name 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, executed the same voluntarily on the day the same bears date, subject to the restrictions and conditions of said instrument.

Given under my hand and official seal this the 23 day of April, 1965.

John L. Cole
John L. Cole, Notary Public



APR 23 1965