

4458

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# FORECLOSURE DEED

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STATE OF ALABAMA  
Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS, That, whereas, heretofore on, to-wit: **October 19, 1962**,  
**Weldon Carter and wife Mary E. Carter** executed a certain  
mortgage on the property hereinafter described to **Jim Walter Corporation**  
which said mortgage is recorded in Book **280**, Page **28**, in the Probate Office 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 Courthouse door of said County, giving notice of the time, place, and terms of said sale in some newspaper published in said County, by publication once a week for **4** consecutive weeks prior to said sale at public out-cry 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 was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and,

WHEREAS, said mortgage with the powers therein contained was duly assigned to **MID-STATE HOMES, INC.**  
on the **12th** day of **November**, 19 **62**; and,

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said assignee 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**, a newspaper published in **Shelby** County, Alabama, and of general circulation in **Shelby** County, Alabama, in its issues of **5/13, 5/20, 5/27 6/3/65**; and,

WHEREAS, on **June 18**, 19**65**, the day on which the 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

**MID-STATE HOMES, INC.**, as assignee of said mortgage, did offer for sale and sell at public outcry in front of the door of the Courthouse in **Shelby** County, Alabama, the property hereinafter described; and,

WHEREAS, **R. A. Norred** was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the **MID-STATE HOMES, INC.**; and,

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of **MID-STATE HOMES, INC.**, in the amount of **Nine Thousand Three Hundred Sixty Two and 83/100** Dollars, which sum of money **MID-STATE HOMES, INC.** offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to **MID-STATE HOMES, INC.**;

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of **\$9,362.83** on the indebtedness secured by said mortgage, the said **MID-STATE HOMES, INC.** by and through **R. A. Norred** as Auctioneer conducting said sale and as attorney in fact for **MID-STATE HOMES, INC.** and the said **R. A. Norred** as Auctioneer conducting said sale, do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the said **MID-STATE HOMES, INC.**, the following described property situated in **Shelby** County, Alabama, to-wit:

Begin at the southeast corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 11, Township 11 S, Range 2 East and thence run north along the east line of said forty a distance of 260 feet more or less to the point of beginning of the parcel of real estate herein conveyed; thence continue north along the east line of said forty a distance of 100 feet, more or less, to a point on the south R/W line of Old Glover's Ferry Road, now a paved highway, known as Shelby County Highway #60, thence run westerly along the south R/W line of said road and highway a distance of 96 feet more or less to a point; thence run southerly a distance of 100 feet, more or less, to a point; thence run easterly a distance of 96 feet, more or less, to a point on the east line of said forty and the point of beginning. Said parcel of real estate being situated in the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 11, Township 19 S, Range 2 East in Vincent, Alabama.

TO HAVE AND TO HOLD THE above described property unto **MID-STATE HOMES, INC.**, its heirs and assigns forever, 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.

IN WITNESS WHEREOF

MID-STATE HOMES, INC.

has caused this instrument

to be executed by and through

*R.A. Norred*

as Auctioneer conducting this said sale, and

as attorney in fact, and

*R.A. Norred*

as Auctioneer conducting said sale has hereto set his hand

and seal on this the 18th

day of June

, 19 65 .

BY

*R.A. Norred*  
*R.A. Norred*, as Auctioneer  
and Attorney in Fact.  
*R.A. Norred*  
*R.A. Norred*, as Auctioneer  
conducting said sale.

STATE OF ALABAMA

Shelby

COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that

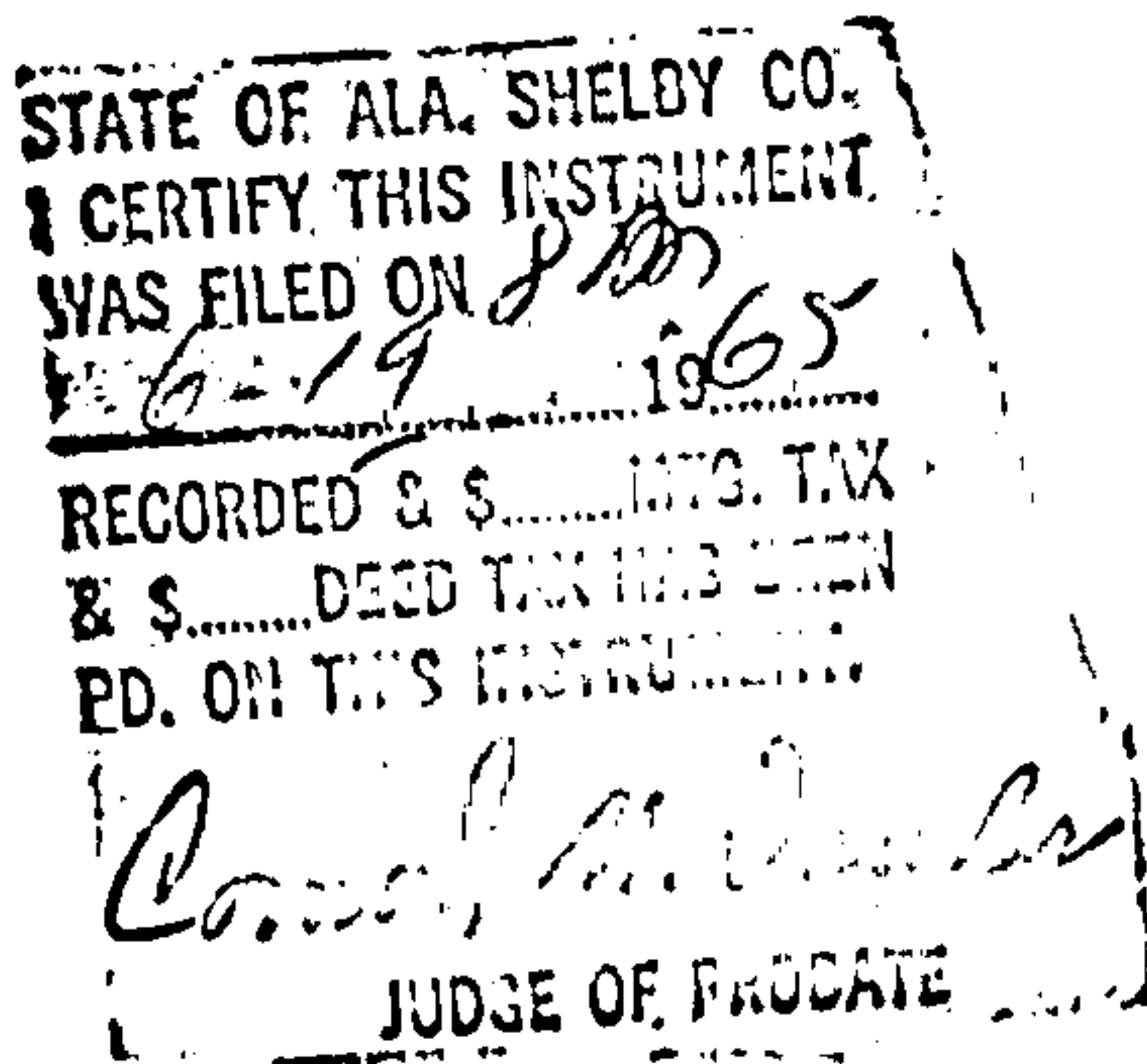
*R.A. Norred*

, whose name as Auctioneer and Attorney in Fact for MID-STATE HOMES, INC.

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.

Given under my hand and official seal on this the 18th day of June , 1965 .

*Conrad M. Sander*  
Notary Public



1.95 pd

RETURN TO:  
R. A. NORRED  
708 FARM HILSON Bldg.  
BIRMINGHAM 3, ALA.