

STATE OF ALABAMA)

MORTGAGE FORECLOSURE DEED

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, default having been made in the payment of the indebtedness due by that promissory note and real estate mortgage securing payment of the same, executed by H. C. Hooten and wife, Mary Linda Hooten to Diamond Construction Company of Alabama, dated the 6th day of February, 1964 and recorded in Volume 288, Record of Mortgages, at Page 194 in the Office of the Judge of Probate of Shelby County, Alabama, which mortgage described the real estate hereinafter set out;

AND WHEREAS, said real estate mortgage provided that the real estate described therein should be sold at public outcry to the highest bidder for cash after giving twenty-one days' notice by publication once a week for three consecutive weeks of the time, place and terms of sale, by publishing the same in a newspaper published in Shelby County, Alabama, in order to pay the sums remaining unpaid under the terms of said promissory note and mortgage after maturity, or default of the same, and

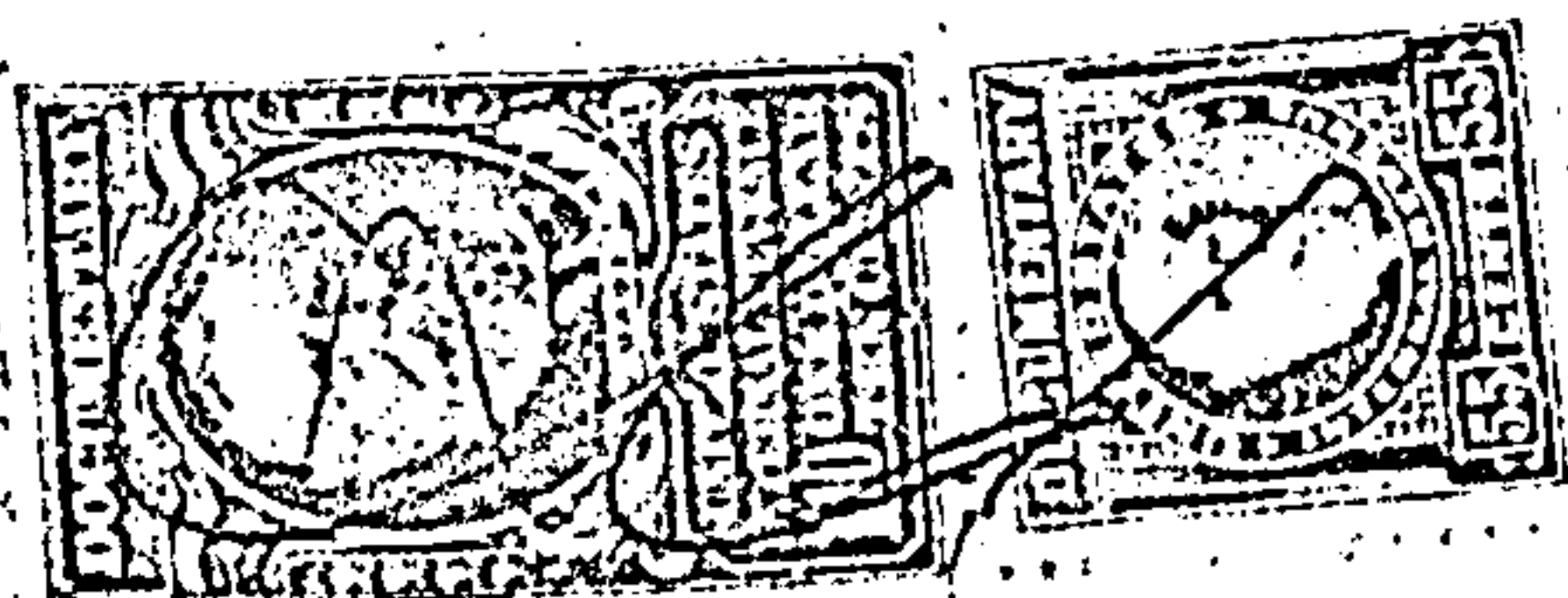
WHEREAS, Diamond Construction Company of Alabama did cause notice of the time, place and terms of sale of said real estate to be given in the Shelby County Reporter in the issues of said paper published in Columbiana, Shelby County, Alabama on September 30, October 7 & October 14, 1965, and

WHEREAS, in accordance with said notice and under the power of sale contained in said real estate mortgage, the real estate described in said mortgage was duly offered for sale to the highest and best bidder, for cash, in front of the County Courthouse of Shelby County, Alabama, at Columbiana, Alabama, during the legal hours of sale on the 28th day of October, 1965, and at said sale said real estate was purchased by Diamond Construction Company of Alabama for the sum of \$1,155.00, which said sum of money was the highest and best bid for said real estate at said sale;

NOW, THEREFORE, in Consideration of the Premises, and of the payment of the sum of \$1,155.00, by crediting the same upon the mortgage indebtedness secured by said mortgage, said H. C. Hooten and wife, Mary Linda Hooten do hereby grant, bargain, sell and convey unto said Diamond Construction Company of Alabama the following described real estate lying and situated in Shelby County, Alabama, to-wit:

Commence at the Southwest corner of the SW¹ of NE¹ Section 12, Township 21 South, Range 3 West, and in an Easterly direction along the South line of said quarter-quarter section, run a distance of 410.0 feet to point of beginning; thence continue along the same said course for a distance of 176.0 feet, thence turn an angle of 111 deg. 43' to left for a distance of 100.0 feet, thence turn an angle of 69 deg. 00' to left for a distance of 181.28 feet, thence turn an angle of 114 deg. 22' to the left for a distance of 100.0 feet to point of beginning.

TO HAVE AND TO HOLD above described premises unto said Diamond Construction Company of Alabama and its assigns, forever.



IN WITNESS WHEREOF, said H. C. Hooten and wife, Mary Linda Hooten and Diamond Construction Company of Alabama, acting by and through Earl C. Bloom, Jr., Attorney-in-Fact and Auctioneer, have hereunto set their hands and seals on this the 28th day of October, 1965.

H. C. HOOTEN AND MARY LINDA HOOTEN AND
DIAMOND CONSTRUCTION COMPANY OF ALABAMA

BY: Earl C. Bloom, Jr.
Attorney-in-Fact and Auctioneer

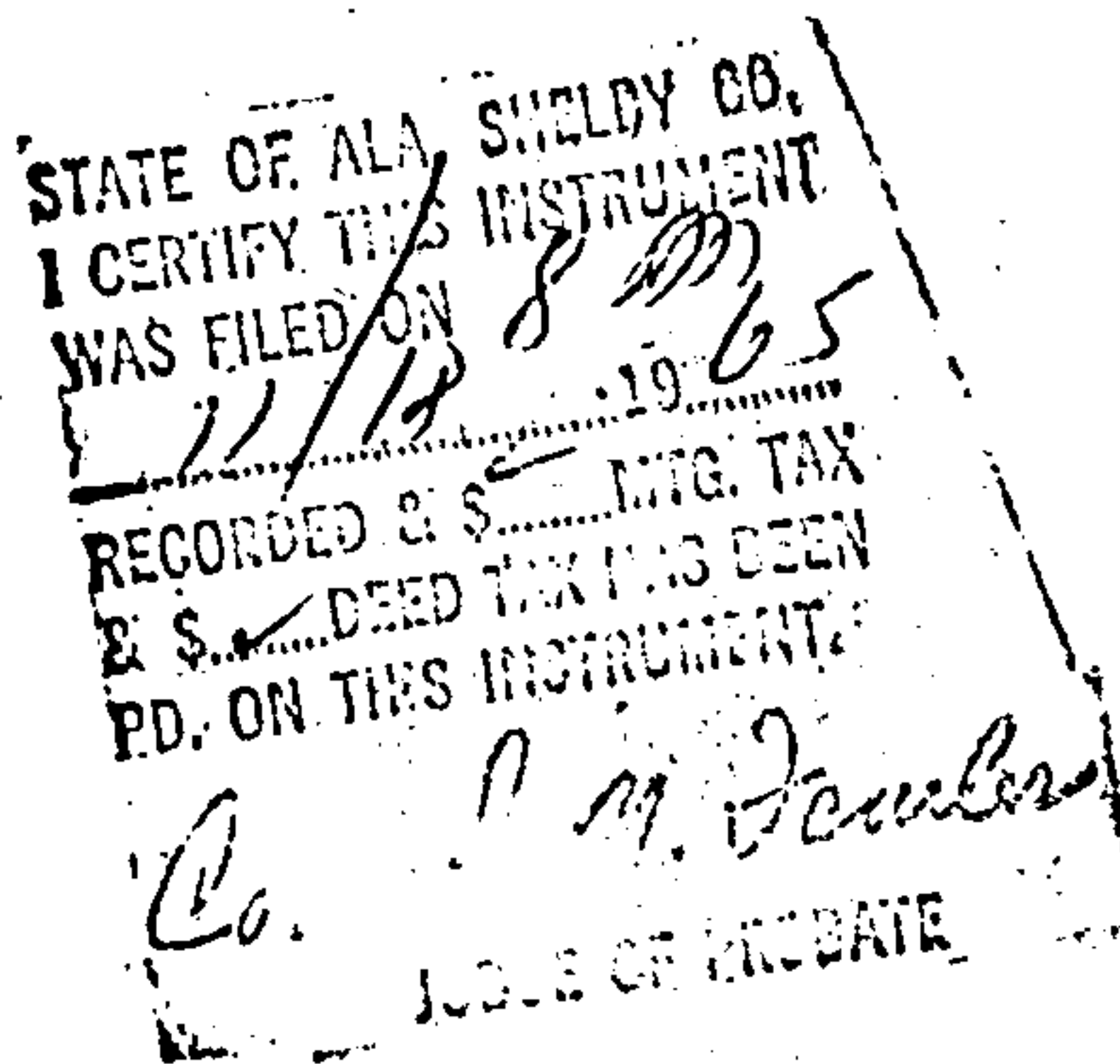
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Eula V. Martin, a Notary Public in and for said County in said State, hereby certify that Earl C. Bloom, Jr., who is known to me, and whose name as Attorney-in-Fact and Auctioneer is signed to the foregoing conveyance, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Attorney-in-Fact and Auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand this 28th day of October, 1965.

Eula V. Martin
Notary Public



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