

429

FORECLOSURE DEED

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That, whereas heretofore on July 27th, 1965 J. O. Isbell, a single man executed a certain mortgage on the property hereinafter described to Garvin Isbell, which said mortgage is recorded in Mortgage Book 295, Page 332 in the office of the Judge of Probate of Shelby County, Alabama at Columbiana, Alabama; and

WHEREAS, in and by said mortgage the Mortgagee and his assigns were authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property in front of the courthouse door at Columbiana, Shelby County, Alabama, after giving twenty-one day notice, by publishing once a week for three consecutive weeks, the time, place, and terms of sale, by publication in some newspaper published in said county and state, in front of the courthouse door in said county where said property is located, at public outcry, to the highest bidder for cash and said mortgage provides that in case of sale under the power and provisions contained in same, the Mortgagee or any person conducting said foreclosure sale, Mortgagee was authorized to execute title to the property thereof; and it further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bid is made by him on said property: and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and the said Garvin Isbell did declare all 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 giving twenty-one days notice by publication in the Shelby County Reporter, a newspaper of general circulation in Shelby County, Alabama in the issues of September 15th, September 22nd, and September 29th, 1966 as provided by the Code of Alabama, and

WHEREAS, on October 7, 1966 the day on which the foreclosure was to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and the said Garvin Isbell did offer for sale and sell at public outcry in front of the Courthouse door in Shelby County, Alabama, the property hereinafter described; and

DR.

WHEREAS, E. L. Swint, as the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the said Garvin Isbell, and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of Garvin Isbell in the amount of \$377.40 which sum of money, Garvin Isbell offered to credit on the indebtedness secured by said mortgage, and said property was therefore sold to Garvin Isbell,

NOW THEREFORE, in Consideration of the Premises and of a credit in the amount of \$377.40 on the indebtedness secured by said mortgage the said Garvin Isbell by and through E. L. Swint as Auctioneer conducting said sale and as Attorney in fact for Garvin Isbell and the said E. L. Swint as Auctioneer conducting said sale, does hereby grant, bargain, sell, and convey unto the said Garvin Isbell the following described real estate situated in Shelby County, Alabama, to-wit:

All that part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 3, Township 18 South, Range 1 East which lies North of the Lunnivant School Road and West of the Branch which drains from the "Old Poplar Corner," EXCEPT lot conveyed to Willie Isbell which commences at the intersection of said Branch with the North boundary of said Lunnivant School Road and run Northerly along said Branch 210 feet; thence Southwesterly parallel with said road 210 feet; thence Southeasterly and perpendicular to said road 210 feet to the North boundary of said road; thence Northeasterly 210 feet to point of beginning; ALSO EXCEPT that lot to which the remainder interest was conveyed to Ralph Isbell described as commencing at the intersection of the West boundary of said Quarter-Quarter Section with the North boundary of said Lunnivant School Road; thence run Northeasterly along the North boundary of said Lunnivant School Road 210 feet; thence North and parallel with the West Boundary of said Quarter-Quarter Section 210 feet; thence Southwesterly, parallel with North boundary of said road 210 feet to the West boundary of said Quarter-Quarter Section; thence Southerly along the West boundary of said Quarter-Quarter Section 210 feet to point of beginning. Situated in Shelby County, Alabama

TO HAVE AND TO HOLD The above described real estate unto Garvin Isbell, his 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 Alabama.

IN WITNESS WHEREOF, Garvin Isbell has caused this instrument to be executed by and through E. L. Swint, as Auctioneer conducting said sale, and as Attorney in fact, and E. L. Swint as Auctioneer conducting said sale has hereunto set his name and seal on this the 7th day of October, 1966.

Garvin Isbell

By E. L. Swint (Seal)
E. L. Swint, as Auctioneer and
Attorney in fact.

E. L. Swint (Seal)
E. L. Swint as Auctioneer
conducting said sale.

STATE OF ALABAMA)

SHELBY COUNTY)

#.

I, Beatrice Swint, a Notary Public, in and for said State and County, hereby certify that E. L. Swint, whose name as Auctioneer and Attorney in fact for Garvin Isbell, is signed to the foregoing conveyance, and as Auctioneer conducting said sale is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he, in his capacity as such Auctioneer and Attorney in fact and as Auctioneer conducting said sale, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and Official Seal this the 7th day of October,

1966.



Beatrice Swint
NOTARY PUBLIC

STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON *8AM*

10-17 19*66*

RECORDED & \$ ☒ MTG. TAX

\$*50* DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE