

2241

FORECLOSURE DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that whereas, on, to-wit, the 27th day of August, 1966, George Thomas and wife, Virginia Thomas, executed a certain mortgage to J. D. Holcombe and Cora Lee Holcombe to secure an indebtedness mentioned therein, said mortgage being recorded in Mortgage Book 304 page 377 in the office of the Probate Judge of Shelby County, Alabama; and

WHEREAS, default was made by said mortgagors in the payment of the indebtedness secured by said mortgage, and same being subject to foreclosure; and

WHEREAS, under the power contained in said mortgage, the property therein described was advertised for sale for more than 21 days by publication once a week for three consecutive weeks in the Shelby County Reporter, a newspaper published in Columbiana, Shelby County, Alabama, giving notice of the time, place and terms of sale, said notice appearing in the issues of said paper published on December 8, December 15 and December 22, all in 1966, which said notices gave the date of the sale as the 30th day of December, 1966, and on said date the sale was continued for one week and notice was given by publication of said continuance in the Shelby County Reporter on the 5th day of January, 1967, which said notice gave the date of the sale as January 6, 1967, and said sale was had on said date; and

WHEREAS, in strict compliance with the power of sale contained in said mortgage, the property therein described was offered for sale to the highest bidder for cash at noon on January 6, 1967, in front of the court house door for Shelby County at Columbiana, Alabama, and the same was purchased by J. D. Holcombe and Cora Lee Holcombe, for the sum of One Thousand, One Hundred Twenty-six and 38/100 Dollars(\$1126.38), which was the best and highest bid therefor; the mortgagee being authorized under the powers given in said mortgage to bid and become the purchaser at said sale.

NOW, THEREFORE, in consideration of the premises and by virtue of their authority as mortgagees in said mortgage and under and by virtue of the power of sale contained in said mortgage and the law in such cases made and provided, the said J. D. Holcombe and Cora Lee Holcombe, as such mortgagees, do hereby grant, bargain, sell and convey unto the said J. D. Holcombe and Cora Lee Holcombe all their right, title, claim and interest and all the right, title, claim and interest of George Thomas and Virginia Thomas, in and to the following described real property situated in Shelby County, Alabama, to-wit:

d  
N

337  
PAGE

Begin at the northwest corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 32, Township 20 South, Range 3 West, thence run easterly along the north boundary line of said SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 32, Township 20 South, Range 3 West for 315.62 feet; thence turn an angle of 88 deg. 18 min. 45 sec. to the right and run southerly 587.28 feet; thence turn an angle of 98 deg. 13 min. to the right and run northwesterly 118.32 feet; thence turn an angle of 11 deg. 22 min. to the left and run southwesterly 198.21 feet, more or less, to a point on the west boundary line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 32, Township 20 South, Range 3 West; thence run northerly along the west boundary line of said SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 32, Township 20 South, Range 3 West, for 590.29 feet to the point of beginning. This land being a part of the SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 32, Township 20 South, Range 3 West and being 4.2 acres more or less.

The above property shall only be used for residential purposes and no dwelling house shall be constructed thereon having less than 900 square feet of floor space, excluding porches. Said property shall not be used for permanent house trailer parking, except that a trailer may be parked thereon by the owners for not more than six months while a dwelling house is being constructed thereon. The above shall be a covenant running with the land and shall bind the grantees, their heirs and assigns.

TO HAVE AND TO HOLD unto the said J. D. Holcombe and Cora Lee Holcombe, their heirs and assigns forever.

At said sale, Karl C. Harrison acted as auctioneer, he being duly authorized thereunder by the said J. D. Holcombe and Cora Lee Holcombe.

Witness my hand and seal this the 6th day of January, 1967.

STATE OF ALA., SHELBY CO.  
I HEREBY CERTIFY THIS INSTRUMENT  
WAS FILED ON

1-12-1967

RECORDED & \$       MTG TAX

\$       DEED TAX PAID  
ON THIS INSTRUMENT

Courtesy M. J. J. J.  
JUDGE OF PROBATE

By

Geo Thomas  
Virginia Thomas  
Karl C Harrison  
Attorney in Fact and  
Auctioneer making the sale.

By

J D Holcombe  
Cora Lee Holcombe  
Karl C Harrison  
Attorney in Fact and  
Auctioneer making the sale.

State of Alabama  
Shelby County

I, Martha B. Joiner, a Notary Public in and for the State of Alabama at Large, hereby certify that Karl C. Harrison, whose name as Attorney in Fact and Auctioneer making the sale for George Thomas and Virginia Thomas, and as Attorney in Fact and Auctioneer making the sale for J. D. Holcombe and Cora Lee Holcombe, 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 such Attorney in Fact and Auctioneer making the sale, executed the same voluntarily on the day the same bears date.

Given under my hand this the 6th day of January, 1967.

Martha B. Joiner  
Notary Public