

STATE OF ALABAMA
SHELBY COUNTY

4930

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§

no exp.

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that whereas, heretofore on, to-wit: August 13, 1965, Richard McCary and wife, Ozell McCary executed a certain mortgage on the property hereinafter described to Modern Homes Construction Company as Mortgagee and said mortgage is recorded in Real Estate Mortgage Book 295, page 404 in the office of the Judge of Probate of Shelby County, Alabama, and

Whereas said mortgage was assigned by Modern Homes Construction Company, a corporation to The First National Bank of Atlanta, as Trustee, by instrument dated September 13, 1965, and recorded in Misc. Book 238, page 27 in said Probate Office, and subsequently assigned to Old South Mortgage Company by instrument dated November 20, 1967, and recorded in Misc. Book 251, page 187 in said Probate Office, and

Whereas, under the terms of the mortgage the Mortgagee was authorized and empowered in the event of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property at public sale after giving notice of the time and place of such sale by publishing such notice once a week for three successive weeks in a newspaper published in said County and said mortgage provided that in the event of sale under the power and authority contained in the same, the Mortgagee or holder of said mortgage may bid at such sale and purchase said property if the highest bidder therefor; and

Whereas, default was made in the payment of the indebtedness secured by said mortgage and the Mortgagee and owner declared all of the indebtedness secured due and payable and said mortgage subject to foreclosure and gave due and proper notice of said foreclosure sale by publication in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, in its issues of December 21, December 28, 1967, and January 4, 1968; and

Whereas, on the 15th day of January, 1968, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said sale was duly and properly conducted and Old South Mortgage Company as Transferee and owner of said mortgage offered said property for sale at public out-cry as provided in said mortgage and William P. Powers was the auctioneer and agent who conducted said sale for said Mortgagee; and,

Whereas, the highest and best bid for the property described in said mortgage was the bid of Old South Mortgage Company in the sum of Seven Thousand Fifty and No/100 (\$7,050.00) Dollars, which sum of money Old South Mortgage Company as owner and transferee offered to credit on the indebtedness secured by said mortgage and said property was there-upon sold to Old South Mortgage Company;

NOW THEREFORE, in consideration of the premises and a credit in the amount of Seven Thousand Fifty and No/100 (\$7,050.00) Dollars on the indebtedness secured by said mortgage the said Old South Mortgage Company by and through William P. Powers as auctioneer conducting said sale and as attorney in fact for Old South Mortgage Company and the said William P. Powers as the auctioneer conducting the said sale does hereby grant, bargain, sell and convey unto Old South Mortgage Company the following described property situated in Shelby County, Alabama, to-wit:

A parcel of land located in the Southwest Quarter of the Northwest Quarter of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, and more particularly described as follows:

Commence at an iron corner on the North boundary of a public road, said corner being 210 feet East and 210 feet South of the Northwest corner of the said Southwest Quarter of the Northwest Quarter; thence run North 10° East 105 feet to the point of beginning; thence continue on the same line 105 feet; thence run South 80° East 105 feet; thence run South 10° West 105 feet; thence run North 80° West 105 feet to the point of beginning. Also a roadway 25 feet in width running North 10° East 105 feet to the parcel described herein from the existing public road.

This is the same tract of land as conveyed to said Mortgagors by deed from Cliff Taylor and wife, Bettie Taylor dated July 14, 1965, and recorded in Book 237, page 58 in the records of Shelby County, Alabama.

Subject to Federal Tax Liens, if any.

TO HAVE AND TO HOLD, the above described property unto Old South Mortgage Company, its successors 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, Old South Mortgage Company, a corporation has caused this instrument to be executed by and through William P. Powers as auctioneer conducting said sale and as attorney in fact and William P. Powers as auctioneer conducting said sale has hereunto set his hand and seal on this the 15th day of January, 1968.

OLD SOUTH MORTGAGE COMPANY, a
Corporation

BY: William P Powers
As Auctioneer and Attorney in Fact

William P Powers
William P. Powers, as Auctioneer
conducting said sale

STATE OF ALABAMA §
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TALLADEGA COUNTY §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William P. Powers whose name as Auctioneer and Attorney in Fact for Old South Mortgage Company, a corporation 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 Auctioneer and Attorney in Fact with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 15th day of January, 1968.

Betty D. Thomas
Notary Public

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STATE OF ALABAMA §
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TALLADEGA COUNTY §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William P. Powers whose name as Auctioneer conducting said sale, 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 Auctioneer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 15th day of January, 1968.

Betty D. Thomas
Notary Public

See affidavit and copy of notice attached.

STATE OF ALA. SHELBY CO.
NOTARY PUBLIC
1968 APR 11 PM 9:17
REC. DR. & PAGE AS SHOWN ABOVE
U.C. FILE NUMBER
DIRECT OF RECORDS

The State of Alabama

SHELBY COUNTY

Personally appeared before me, Judge of Probate, in and for said county, Mildred Wallace
co-editor
and says that he is the ~~publisher~~ of the SHELBY COUNTY REPORTER a newspaper published in said county, and that publication of a certain notice, a true copy of which is hereto affixed, has been made in said newspaper 3 weeks consecutively, to-wit in issues thereof dated as follows: Dec. 21, 28/67; Jan 4, 1968

Subscribed and sworn to before me this 5 day of

Jan 1968

Conrad M. Fowler Judge of Probate

Printer's Fee \$ 31.78

due

Gaines & Powers

MORTGAGE FORECLOSURE SALE NOTICE

Whereas, default having been made in the payment of the indebtedness secured by that certain mortgage dated August 13, 1965, by Richard McCary and wife, Ozell McCary to Modern Homes Construction Company, as Mortgagee and which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Real Estate Mortgage Book 295, page 604, and which mortgage was subsequently assigned by instrument dated September 13, 1965, and recorded in Misc. Book 238, page 27 in said Probate Office to the First National Bank of Atlanta, as Trustee, and subsequently assigned to Old South Mortgage Company, by instrument dated November 20, 1967, and recorded in Probate Office, and said default continuing, the undersigned transferee and owner of said mortgage has elected to declare the entire indebtedness secured by said mortgage due and payable as provided for therein:

Notice is hereby given in accordance with the power of sale contained in said mortgage and pursuant to law that the undersigned Old South Mortgage Company will sell at public outcry and to the highest bidder for cash, in front of the Courthouse door of Shelby County, Alabama, in Columbiana, Alabama, between the legal hours of sale, on January 15, 1968, the following described real property

lying and being in Shelby County, Alabama, to-wit:

A parcel of land located in the Southwest Quarter of the Northwest Quarter of Section 1, Township 21 South, Range 3 West, Shelby County Alabama and more particularly described as follows:

Commence at an iron corner on the North boundary of a public road, said corner being 210 feet East and 210 feet South of the Northwest corner of the said Southwest Quarter of the Northwest Quarter; thence run North 10 degrees East 105 feet to the point of beginning; thence continue on the same line 105 feet; thence run South 80 degrees East 105 feet; thence run South 10 degrees West 105 feet; thence run North 80 degrees West 105 feet to the point of beginning. Also a roadway 25 feet in width running North 10 degrees East 105 feet to the parcel described herein from the existing public road.

This is the same tract of land as conveyed to said Mortgagors by deed from Cliff Taylor and wife, Bettie Taylor dated July 14, 1965, and recorded in Book 237, page 58 in the records of Shelby County, Alabama.

Said sale is to be made for the purpose of paying the mortgage debt and all costs and expenses of foreclosure, as provided for in said mortgage and the proceeds of said sale will be applied as directed by and in said mortgage.

This the 13th day of December, 1967

OLD SOUTH MORTGAGE COMPANY Transferee and Owner.
GAINES AND POWERS
Talladega, Alabama
No. 360 12-21, 28, Jan 4, 1968

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