

STATE OF ALABAMA
COUNTY OF SHELBY

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That,

WHEREAS, heretofore on, to-wit: the 20th day of April, 1965, Ruth Gore executed a certain mortgage on the property hereinafter described to H & L Construction Company, which said mortgage is recorded in the office of the Judge of Probate of Shelby County, Alabama Book 293, Record of Mortgages, at Pages 424-425, which said mortgage was duly transferred and assigned to Noland Credit Company by instrument dated the 23rd day of April, 1965, which said instrument being recorded in the office of the Judge of Probate of Jefferson County, Alabama in Book 293 at Page 425; 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 in Shelby County, Columbiana, Alabama, after giving notice of the time, place and terms of said sale in some newspaper published in said city by publication once a week for three (3) consecutive weeks prior to said sale at public outcry 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 were 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, default, was made in the payment of

Prepared by:

HARRY ASMAN
FIFTEENTH FLOOR CITY NATIONAL BANK BLDG.
BIRMINGHAM, ALA. 35203

224
251

the indebtedness secured by said mortgage, and the said Noland Credit Company, 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; and

WHEREAS, on the 19th day of July, 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 foreclosure was duly and properly conducted, and Noland Credit Company, as mortgagee, did offer for sale and sell at public outcry in front of the front door of the courthouse in Columbiana, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Harry Asman was the auctioneer who conducted said foreclosure sale and was the person conducting said sale for the said Noland Credit Company; and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of Noland Credit Company, in the amount of One Thousand (\$1,000.00) Dollars, which sum of money Noland Credit Company offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to Noland Credit Company;

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of One Thousand (\$1,000.00) Dollars, on the indebtedness secured by said mortgage, the said Noland Credit Company by and through Harry Asman, as auctioneer conducting said sale and as attorney in fact for Noland Credit Company, and the said Harry Asman

225
254
800

as the auctioneer conducting said sale, do hereby GRANT, BARGAIN, SELL and CONVEY unto the said Noland Credit Company the following described property situated in Shelby County, Alabama, to-wit:

Commence at the SW corner of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21, Township 21, Range 1 East, which point is marked by an iron pin; thence run North 7 deg. 00' West on a magnetic bearing, a distance of 940.89 feet to the point of beginning of the parcel of land herein described; thence turn an angle of 87 deg. 51' to the left and run south 85 deg. 09' West along a line being parallel to and 6 feet North of a rail fence marking the North boundary of the McDaniel property, a distance of 249.4 feet to a point; thence turn an angle of 99 deg. 05' to the right and run North 4 deg. 14' East a distance of 188.9 feet to a point; thence turn an angle of 103°11' to the right and run South 72 deg. 35' East a distance of 236.6 feet to a point; thence turn an angle of 67 deg. 21' to the right and run South 5 deg. 14' East a distance of 96.8 feet to the point of beginning. Said parcel of land is situated in Shelby County, Alabama and is located in the SE $\frac{1}{4}$ of Section 21, Township 21 South, Range 1 East, and contains .8 acres, more or less.

TO HAVE AND TO HOLD the above described property unto Noland Credit Company, 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, Noland Credit Company has caused this instrument to be executed by and through Harry Asman as auctioneer conducting said sale, and as attorney in fact, and Harry Asman as auctioneer conducting said sale, has hereto set his hand and seal on the

19 day of July, 1968.

NOLAND CREDIT COMPANY

BY:

Harry Asman
Harry Asman, as auctioneer and
Attorney in fact

Harry Asman
Harry Asman, as auctioneer conducting
said sale

223


254

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public for the State of Alabama at Large, hereby certify that Harry Asman, whose name as auctioneer and attorney in fact for Noland Credit Company, 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 this the 19 day of July, 1968.



Notary Public

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public for the State at Large do hereby certify that Harry Asman, whose name as auctioneer 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 said conveyance, he, in his capacity as auctioneer, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal this the 19 day of July, 1968.



Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1968 JUL 27 AM 10:37
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Conveyance
HOUSE OF REPRESENTATIVES

227

254