

320

# FORECLOSURE DEED

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That, whereas, heretofore on, to-wit: November 9, 1965, Edward A. Shoemaker and wife, Faye Shoemaker executed a certain mortgage on the property hereinafter described to Jim Walter Corporation which said mortgage is recorded in Book 297, Page 1-2, in the Probate Office of Shelby County, Alabama; 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 of said County, giving notice of the time, place, and terms of said sale in some newspaper published in said County, by publication once a week for 4 consecutive weeks prior to said sale at public out-cry 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 was 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, said mortgage with the powers therein contained was duly assigned to Mid-State Homes, Inc. on the 29th day of November, 1965; and,

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said assignee 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, in its issues of Sept. 26; Oct. 3; Oct. 10, and, October 17, 1968

WHEREAS, on October 28, 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 Mid-State Homes, Inc., as assignee of said mortgage, did offer for sale and sell at public outcry in front of the door of the Courthouse in Shelby County, Alabama, the property hereinafter described; and,

WHEREAS, J.W. Sanders was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the Assignee, Mid-State Homes, Inc.; and,

WHEREAS the highest and best bid for the property described in the aforementioned mortgage was the bid of Mid-State Homes, Inc., in the amount of FIVE THOUSAND Dollars, which sum of money Mid-State Homes, Inc. offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to Mid-State Homes, Inc.

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of \$ 5000.00 on the indebtedness secured by said mortgage, the said Mid-State Homes, Inc. by and through J.W. Sanders as Auctioneer conducting said sale and as attorney in fact for Mid-State Homes, Inc. and the said J.W. Sanders as Auctioneer conducting said sale, do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the said Mid-State Homes, Inc., the following described property situated in Shelby County, Alabama, to-wit:

A parcel of land containing one acre, more or less, located in the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 5, Township 22 South, Range 1 West, Shelby County, and more particularly described as follows: Commence at a point 550 feet East and 660 feet South of the NW corner of said E $\frac{1}{2}$  of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$ ; thence run North 32 $\frac{1}{4}$  feet to the point of beginning; thence continue on the same line 26 $\frac{1}{4}$  feet to a point on the South boundary of Highway no 25; thence run South 72 degrees 30 minutes West with said highway boundary 165 feet; thence run South 26 $\frac{1}{4}$  feet; thence run North 72 degrees 30 minutes East 165 feet to the point of beginning. All existing access roadways embraced by this description are excepted from this conveyance.

TO HAVE AND TO HOLD THE above described property unto Mid-State Homes, Inc., 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 **Mid-State Homes, Inc.** has caused this instrument  
to be executed by and through **J.W. Sanders** as Auctioneer conducting this said sale, and  
as attorney in fact, and **J.W. Sanders** as Auctioneer conducting said sale has hereto set his hand  
and seal on this the **28th** day of **October**, 19 **68**.

BY

*J.W. Sanders*  
**J.W. Sanders**, as Auctioneer  
and Attorney in Fact.

*J.W. Sanders*  
**J.W. Sanders**, as Auctioneer  
conducting said sale.

**STATE OF ALABAMA**

**SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **J. W. Sanders, Inc.**  
, whose name as Auctioneer and Attorney in Fact for **Mid-State Homes, Inc.**  
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, exe-  
cuted the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the

**28<sup>th</sup>** day of **October**, 19 **68**.

*Nancy K. Brocher*  
Notary Public

**RETURN TO:**

✓  
**R.A. NORRED**  
**ATTORNEY AT LAW**  
**200-2121 Bldg.**  
**8<sup>th</sup> AVE. No.**  
**BIRMINGHAM, ALABAMA**

**35203**

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1968 OCT 28 PM 11:39 / 15  
U.C.C. FILE NUMBER OR  
REC. BK. & PAGE AS SHOWN ABOVE  
JUDGE OF PROBATE

437

BOOK 255 PAGE