

STATE OF ALABAMA,)
SHELBY COUNTY.)

WHEREAS, Homer White and wife, Betty Sue White did on the 27th day of May, 1968, execute a mortgage to Birmingham Federal Savings & Loan Association, which said mortgage was recorded in Volume 308, Record of Mortgages, at Page 821, in the Office of the Judge of Probate of Shelby County, Alabama, and conveyed the hereinafter described property; and

WHEREAS, in and by said mortgage the said Homer White and wife, Betty Sue White agreed that should default be made in the payment of said indebtedness secured by said mortgage, or interest thereon, when the same became due, or in the payment of any other sum which may be a charge on the property described in the mortgage under the terms thereof, then in either of said events, the whole of the indebtedness secured thereby should, at the election of the Mortgagee, become due and payable, and the said Birmingham Federal Savings & Loan Association, its successors, agents, attorneys or assigns, were authorized and empowered to enter upon and take possession of the premises conveyed in said mortgage, and with or without taking possession of same, to sell the property described in said mortgage in front of the Courthouse door of Shelby County, Alabama, at public auction to the highest bidder for cash after giving notice of the time, place and terms of the sale by publication once a week for three successive weeks in some newspaper published in Shelby County, Alabama, make and execute title to the purchaser and apply the proceeds of said sale according to the terms of said mortgage; and

WHEREAS, default was made in the payment of the indebtedness due under and secured by the terms of said mortgage, and in the payment of sums which were a charge upon the property, and the said Homer White and wife, Betty Sue White, Mortgagee, did declare the whole of said indebtedness due and payable under the terms of said mortgage; and

WHEREAS, the said Birmingham Federal Savings & Loan Association did advertise the foreclosure of said mortgage and the sale of the property conveyed therein, by publication once a week for three successive weeks in The Shelby County Reporter, a newspaper published and having a general circulation in Shelby County, Alabama, viz: on February 20-27; March 6, 1969, giving the time, place and terms of said sale; and

WHEREAS, on the 14th day of March, 1969, during the legal hours of sale, according to the terms of the advertisement, said sale was held in front of the Courthouse door at Columbiana, Shelby County, Alabama, in strict conformity with the terms of said mortgage, and the said Birmingham Federal Savings & Loan Association did purchase said property at and for the sum of Seven Thousand, Six Hundred, Seventy-five and 10/00 Dollars (\$7675.10), being the highest, best and only bidder at said sale, and being allowed by the terms of said mortgage to bid at said sale and to become the purchaser if the successful bidder thereat;

NOW, THEREFORE, in consideration of the premises and the further sum of One and no/00 Dollars (\$1.00) in hand paid by Birmingham Federal Savings & Loan Association to the undersigned, the receipt of which is, upon the delivery of these presents, hereby acknowledged, the said Birmingham Federal Savings & Loan Association, Mortgagee, and Homer White and wife, Betty Sue White, Mortgagors, by Malcolm L. Wheeler, their duly authorized auctioneer and agent, in strict compliance with the terms of said mortgage, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said Birmingham Federal Savings & Loan Association the following described property situated and being in Shelby County, Alabama, to wit:

Part of the SE 1/4 of SE 1/4 of Section 16, Township 22, Range 2 West, described as follows: Commence at the Southeast corner of the above said 1/4-1/4 and run North 00° 00' East for a distance of 910.0 feet, thence run North 89° 42' West for a distance of 375.0 feet to the point of beginning, thence continue along the same said course for a distance of 100.0 feet, thence turn an angle of 89° 42' to the right for a distance of 182.0 feet, thence turn an angle of 18' to the right for a distance of 100.0 feet, thence turn an angle of 89° 42' to the right for a distance of 182.0 feet to the point of beginning.

TO HAVE AND TO HOLD unto the said Birmingham Federal Savings & Loan Association, its successors and assigns, as fully and completely in all respects as the said Malcolm L. Wheeler could or ought to convey the same by reason of the Power of Attorney vested in him as auctioneer and agent of Homer White and wife, Betty Sue White, Mortgagors, and Birmingham Federal Savings & Loan Association, Mortgagee, under and by virtue of the terms of said mortgage.

WITNESS my hand and seal this the 14th day of March, 1969.

By: Malcolm L. Wheeler (SEAL)
Auctioneer and Agent

STATE OF ALABAMA,)
SHELBY COUNTY.)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Malcolm L. Wheeler, whose name as auctioneer and agent of Birmingham Federal Savings & Loan Association, 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 agent, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 14th day of March,

Laurie Bradley
NOTARY PUBLIC

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The instrument was prepared by
MALCOLM L. WHEELER, ATTORNEY
Massay Building
BIRMINGHAM, ALA. 35203