

3455

FORECLOSURE DEED

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That, whereas, heretofore on, to-wit: **October 3, 1961,**
Willie Bush, a widower executed a certain
mortgage on the property hereinafter described to **Nationwide Homes Corporation**
which said mortgage is recorded in Book **274**, Page **187-8**, 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 **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 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 **Stylecraft, Inc.**
on the **10th** day of **November**, 19 **67**; 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 **June 26**
July 3; and, **July 10, 1969.**

WHEREAS, on **July 25**, 19 **69**, 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 **Stylecraft, 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, **R.A. Norred** was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the Assignee, **Stylecraft, Inc.**; and,

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of **Stylecraft, Inc.**, in the amount of **Eight Hundred** Dollars, which sum of money **Stylecraft, Inc.**

offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to **Stylecraft, Inc.**

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of **\$800.00** on the indebtedness secured by said mortgage, the said **Stylecraft, Inc.** by and through **R.A. Norred** as Auctioneer conducting said sale and as attorney in fact for **Stylecraft, Inc.** and the said **R.A. Norred** as Auctioneer conducting said sale, do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the said **Stylecraft, Inc.**, the following described property situated in **Shelby** County, Alabama, to-wit:

All that tract or parcel of land lying and being in the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 27, Township 19, Range 2 East, of Shelby County, Alabama, and being more particularly described as follows:

BEGINNING at a point on the Easterly side of an unnamed dirt road running Northerly from State Highway 62, said unnamed dirt road beginning at a point located six-tenths (6/10) of a mile Northeasterly from the intersection formed by the Northerly side of said State Highway 62 and the Easterly side of U.S. Highway 231-280, the beginning point of the property conveyed hereunder being located Four Hundred Twenty Feet (420') Northerly, as measured along the Easterly side of said unnamed dirt road, from the Northwesterly side of said State Highway 62; running thence Northerly along the Easterly side of said unnamed dirt road One Hundred Five Feet (105'); thence Easterly Two Hundred Ten Feet (210'); thence Southerly One Hundred Five Feet (105'); thence Westerly Two Hundred Ten Feet (210') to the Easterly side of unnamed dirt road and the point of beginning. ~~(Continued)~~

TO HAVE AND TO HOLD THE above described property unto **Stylecraft, 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.

(Continued)

~~It is expressly stipulated and agreed by and between the parties hereto that the lien of this instrument shall be junior and subordinate to the lien of that certain Mortgage between the same parties, dated October 3, 1961, to secure a note in the amount of \$4,200.00.~~

IN WITNESS WHEREOF

Stylecraft, Inc.

has caused this instrument

to be executed by and through

R.A. Norred

as Auctioneer conducting this said sale, and

as attorney in fact, and

R.A. Norred

as Auctioneer conducting said sale has hereto set his hand

and seal on this the

25th

day of

July

19 69

BY

R.A. Norred

and Attorney in Fact.

R.A. Norred

conducting said sale.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
20 JURY
1969 JUL 25 PM 2:18
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Counsel M. J. Funder
JUDGE OF PROBATE
STATE OF ALABAMA

SHELBY

COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that R.A. Norred

, whose name as Auctioneer and Attorney in Fact for Stylecraft, 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, executed the

same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THIS THE

25 day of July 19 69
Nancy K. Brasher
Notary Public

RETURN TO:

R. A. Norred, Attorney,
200 2121 Building
2121 8th Ave., North
Birmingham, Alabama 35203
Telephone 323-4076

STATE OF ALABAMA
SHELBY COUNTY
I hereby certify that no Due Tax has been collected on this instrument.
Counsel M. J. Funder
Judge of Probate
JCT 110. 789

"TAX EXEMPT"