

1355

THIS IS A CORRECTED FORECLOSURE DEED, CORRECTING THAT CERTAIN FORE-
CLOSURE DEED RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA,
AT VOLUME 255, PAGE 99.

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, on, to-wit, the 28 day of July,
1966, Byron Chambliss and wife, Ann D. Chambliss
(hereinafter referred to as "Mortgagors"), executed a certain
mortgage to City National Bank of Birmingham
(hereinafter referred to as "Mortgagee"), said mortgage being
recorded in the Office of the Judge of Probate of Shelby
County, Alabama, in ^{Mortgage} Volume 302, at Pages 654, 655 and 656: and

WHEREAS, default was made by the said Mortgagors
in the payment of the indebtedness secured by said mortgage,
the same being subject to foreclosure; and

WHEREAS, under the power contained in said mortgage,
the property therein described was advertised for sale by
publication once a week for three consecutive weeks in the
Shelby County Reporter, a newspaper
^{Shelby}
published in Jefferson County, Alabama, giving notice of the
time, place and terms of sale, said notice appearing in the
issues of said paper published on August 29, September 5th and
Sept. 12, 1968; and

WHEREAS, in strict compliance with the power of
sale, contained in said mortgage, the property therein des-
cribed was offered for sale during the legal hours of sale
to the highest bidder for cash, on the 25th day of
September, 1968, in front of the Twenty-
first-Street Entrance of the Courthouse at ^{Columbiana, Shelby} ~~Birmingham~~,
Jefferson County, Alabama; and the same was purchased by

BOOK 261 PAGE 197

City National Bank of Birmingham

for the sum of Two Thousand Dollars

_____, which was the best and highest
bid therefor, the Mortgagee, its successors and assigns,
being authorized under the power given in said mortgage
to bid and become the purchaser at said sale.

NOW, THEREFORE, in consideration of the
premises and by virtue of the power of sale contained
in said mortgage and the law in such cases made and
provided, City National Bank of Birmingham

_____, as Mortgagee, does hereby
grant, bargain, sell and convey unto City National
Bank of Birmingham

all of the right, title, claim and interest of the
said City National Bank of Birmingham

_____,
in and to the following described property, situated

in Shelby County, Alabama, to-wit:

From the SW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 21, South, Range 2 West, run northerly along the West boundary line of the said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, TSP 21S, R. 2W. for 497.96 feet to the point of beginning of the land herein described; Thence turn an angle of 35 degrees 36 minutes to the left and run Northwesterly 154.24 feet, more or less, to a point on the South right-of-way line of a Country Road; thence turn an angle of 93 degrees, 18 minutes to the right and run Northeasterly along the South Right-of-Way line of said County Road for 256.22 feet; thence turn an angle of 45 degrees, 00 minutes to the right and run Southeasterly along the South right-of-way line of said County Road 136.88 feet, more or less, to the point of intersection of the South right-of-way line of said County Road and the West right-of-way line of U.S. 31 Highway; Thence turn an angle of 46 degrees 58 minutes to the right and run Southeasterly along the West Right-of-Way line of U.S. 31 Highway 186.98 feet; Thence turn an angle of 04 degrees 33 minutes to the right and continue Southeasterly along the West Right-of-Way line of U.S. 31 Highway for 206.90 feet; thence turn an angle of 114 degrees 47 minutes to the right and run Westerly for 340.33 feet; thence turn an angle of 81 degrees 25 minutes to the right and run Northwesterly 64.04 feet; thence turn an angle of 48 degrees 21 minutes to the left and run Northwesterly 109.72 feet, more or less, to the point of beginning. This land beign a part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and a part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 21 South, Range 2 West. Situated in Shelby County, Alabama

IN WITNESS WHEREOF, Karl D. Friedman

_____, as agent of
mortgagor and as mortgagee, by its Agent _____,
Karl B. Friedman _____, who is authorized
to execute this conveyance, has hereto set its signature
and seal this, the 6 day of February, 1970,
1968.

City National Bank of Birmingham

ATTEST:

By [Signature]
Its Agent

AGENT OF MORTGAGORS

ATTEST:

City National Bank of Birmingham

By
Its

MORTGAGEE

STATE OF ALABAMA,)
JEFFERSON COUNTY.)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Karl B. Friedman, whose name as Agent of City National Bank of Birmingham, a Corporation, as agent of mortgagor and as mortgagee, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as agent of mortgagor and as mortgagee.

Given under my hand and official seal this, the
6th day of February, 1970, 196.

Notary Public