

3071

STATE OF ALABAMA

SHELBY COUNTY

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FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, on, to-wit, 15th day of November, 1968, Weakly Douglas Gary, did execute a mortgage, which said mortgage is recorded in Volume 310, Page 173, Record of Mortgages, Probate Office of Shelby County, Alabama, securing a certain indebtedness owing by the said Weakly Douglas Gary to Claire Barnett Tannahill; said mortgage conveyed the following described land, lying and being situated in Shelby County, Alabama, more fully hereinafter described; and

WHEREAS, default has been made in the payment of said sum of money secured by said mortgage, and the said Weakly Douglas Gary having failed to comply with the terms of said mortgage, in that he failed to pay to the said Mortgagee therein named the sum of money secured by the mortgage when due; and

WHEREAS, Claire Barnett Tannahill did exercise the option contained in said mortgage and did declare the entire obligation due and payable; and

WHEREAS, following the default of the said Weakly Douglas Gary, the said Claire Barnett Tannahill proceeded in strict accord with the terms of said mortgage to foreclose the same, advertising the time, terms and place of sale, together with a description of said property, for three successive weeks by publication in the Shelby County Reporter, a newspaper published and printed in Shelby County, Alabama, and in such advertisement designated the 30th day of April, 1970, as the day and date upon which said property was to be offered for sale and sold; and

WHEREAS, in strict conformity with the said advertisement, Claire Barnett Tannahill did, between the legal hours of sale on the 30th day of April, 1970, at the Court House door in Columbiana, Shelby County, Alabama, offer for sale at public outcry the hereinafter described real estate, and at said sale Claire Barnett Tannahill became the highest, best and last bidder, paying the sum of Twenty-Four Thousand Nine Hundred Six and 39/100 Dollars (\$24,906.39) for said land;

NOW, THEREFORE, in consideration of the premises and the further consideration of Twenty-four Thousand Nine Hundred Six and 39/100 Dollars (\$24,906.39) cash in hand paid by Claire Barnett Tannahill, the said Weakly Douglas Gary, by Claire Barnett Tannahill, who is empowered to act, and by virtue of the terms of the mortgage, do hereby grant, bargain, sell and convey unto Claire Barnett Tannahill, her heirs and assigns, the following described real estate, lying and being situated in the County of Shelby, State of Alabama, to-wit:

The Southeast quarter of Section 28, Township 17, Range 1 East.

This is a purchase money mortgage given to secure the unpaid balance of the purchase price.

Together with all the right, title and interest owned or held by the said Weakly Douglas Gary in and to the said land.

TO HAVE AND TO HOLD the aforegranted premises unto Claire Barnett Tannahill, her heirs and assigns forever.

It is understood, however, that this Deed is made subject to all rights of redemption as provided by law.

WITNESS the hand and seal of the grantor, Weakly Douglas Gary, by Claire Barnett Tannahill, on this 21st day of April, 1970.

WEAKLY DOUGLAS GARY;

By Claire Barnett Tannahill
Claire Barnett Tannahill

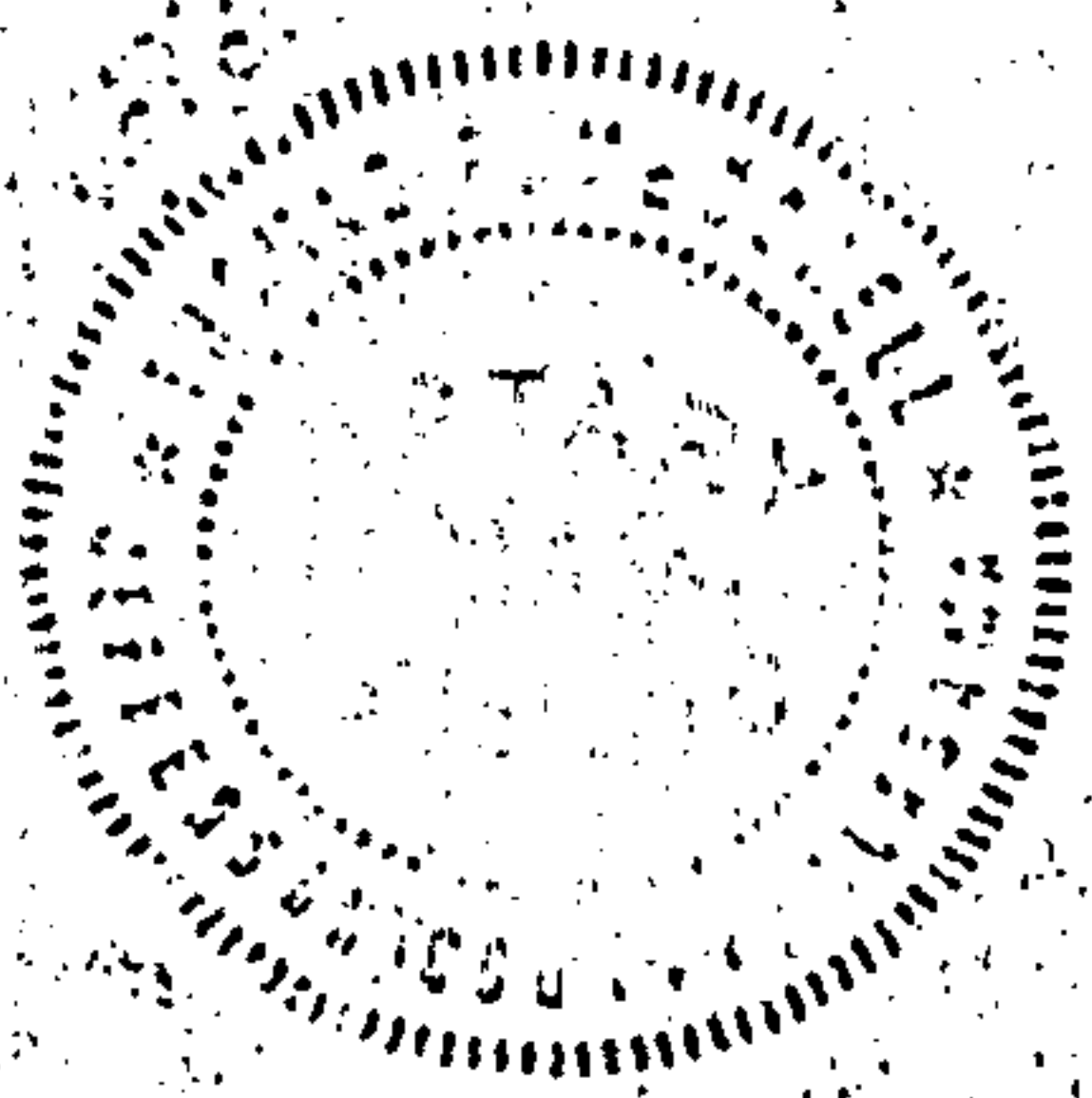
STATE OF ALABAMA

JEFFERSON COUNTY

I, Thomas F. McDaniel, a Notary Public
in and for said County, in said State, hereby certify
that Claire Barnett Tannahill, whose name is signed to
the foregoing conveyance and who is known to me, ack-
nowledged before me on this day, that, being informed of
the contents of the conveyance. she executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this 30th
day of April, 1970.

Thomas F. McDaniel
Notary Public



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
April 30, 1970
1970 MAY -4 AM 7:15
REC. BK. & PAGE AS SHOWN ABOVE
U.C.C. FILE NUMBER OR
Clerk of Probate
JUDGE OF PROBATE