

4368
STATE OF ALABAMA,
JEFFERSON COUNTY.

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, David L. Norwood and Wife, Esque Norwood, did on the 30th day of August, 1968, execute a Mortgage to Alabama Construction Co., Inc., which said Mortgage was recorded in Volume Book 309, Record of Mortgages at Page 595, in the Office of the Judge of Probate of Shelby County, Alabama, and which said Mortgage was transferred to Birmingham Trust National Bank, on the 30th day of August, 1968, by Instrument recorded in Volume Book 309, Page 596, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, in and by said Mortgage the said David L. Norwood and Wife, Esque Norwood, agreed that should default be made in the payment of the indebtedness secured by said Mortgage, or the interest thereon, when the same becomes due, or in the payment of any other sum which may be a charge upon 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, or the Mortgagee-Transferee become due and payable, and the said Alabama Construction Co., Inc., 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 the said Mortgage, in front of the Court House door of Shelby County, Alabama, at public sale to the highest bidder for cash, after giving notice of the time,

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place and terms of said sale by publication once a week for three (3) consecutive 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 the sums which were a charge upon the property, and the said Alabama Construction Co., Inc., did declare the whole of said indebtedness due and payable under the terms of said Mortgage; and

WHEREAS, Alabama Construction Co., Inc., did advertise the foreclosure of the said Mortgage and the sale of the property conveyed therein by publication once a week for three (3) consecutive weeks in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, viz, on August 20, 1970, August 27, 1970, and September 3, 1970, giving the time, place and terms of said sale; and

WHEREAS, the said Alabama Construction Co., Inc. did advertise that said Mortgage Foreclosure Sale was set for September 22, 1970, by publication in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, viz on August 20, 1970, August 27, 1970, and September 3, 1970, giving the time, place and terms of said sale; and

WHEREAS, on the 22nd day of September, 1970, during the legal hours of sale, according to the terms of said advertisement, said sale was held in front of the Court House door of Shelby County, at Columbiana, Alabama, in strict conformity with the terms of said Mortgage, and the said Alabama Construction Co., Inc. did purchase the said Property at and for the sum

of One Hundred and No/100-----Dollars (\$100.00),
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
become the purchaser, if the successful bidder thereat;

NOW, THEREFORE, in consideration of the premises and the
further sum of One Dollar (\$1.00) in hand paid by Alabama Con-
struction Co., Inc., to the undersigned, the receipt of which
is upon the delivery of these presents hereby acknowledged,
the said Alabama Construction Co., Inc., as Mortgagee, Transferee
by George J. Bouloukos, its duly authorized Auctioneer and Agent,
in strict compliance with the terms of said Mortgage, has granted,
bargained, and sold and by these presents does grant, bargain,
sell and convey unto the said Alabama Construction Co., Inc.,
the following described property, situated in Shelby County,
Alabama:

Begin at SE corner of Mary McCrag
lot and run E along N R/W line of
Shelby County Hiway # 62 a distance
of 52 1/2' to a point, thence run
left and run North a distance of
420' to a point, thence turn left
and run W a distance of 52 1/2'
to a point, thence turn left and run
So a distance of 420' to the point
of beginning, said parcel of real
estate being 1/2 acre more or less,
and being situated in the E 1/2 of
the SW 1/4 of Section 27, Township
19, Range 2 East.

TO HAVE AND TO HOLD, unto the said Alabama Construction
Co., Inc., its successors and assigns, as fully and completely
in all respects as the said George J. Bouloukos could or ought
to convey the same by reason of the Power of Attorney vested in
him as Auctioneer and Agent of the said Alabama Construction
Co., Inc., under and by virtue of the terms of said sale.

Witness my hand and seal this the 22 day of September,
1970.

ALABAMA CONSTRUCTION CO., INC.

BY: George J. Bouloukos (SEAL)
AUCTIONEER AND AGENT

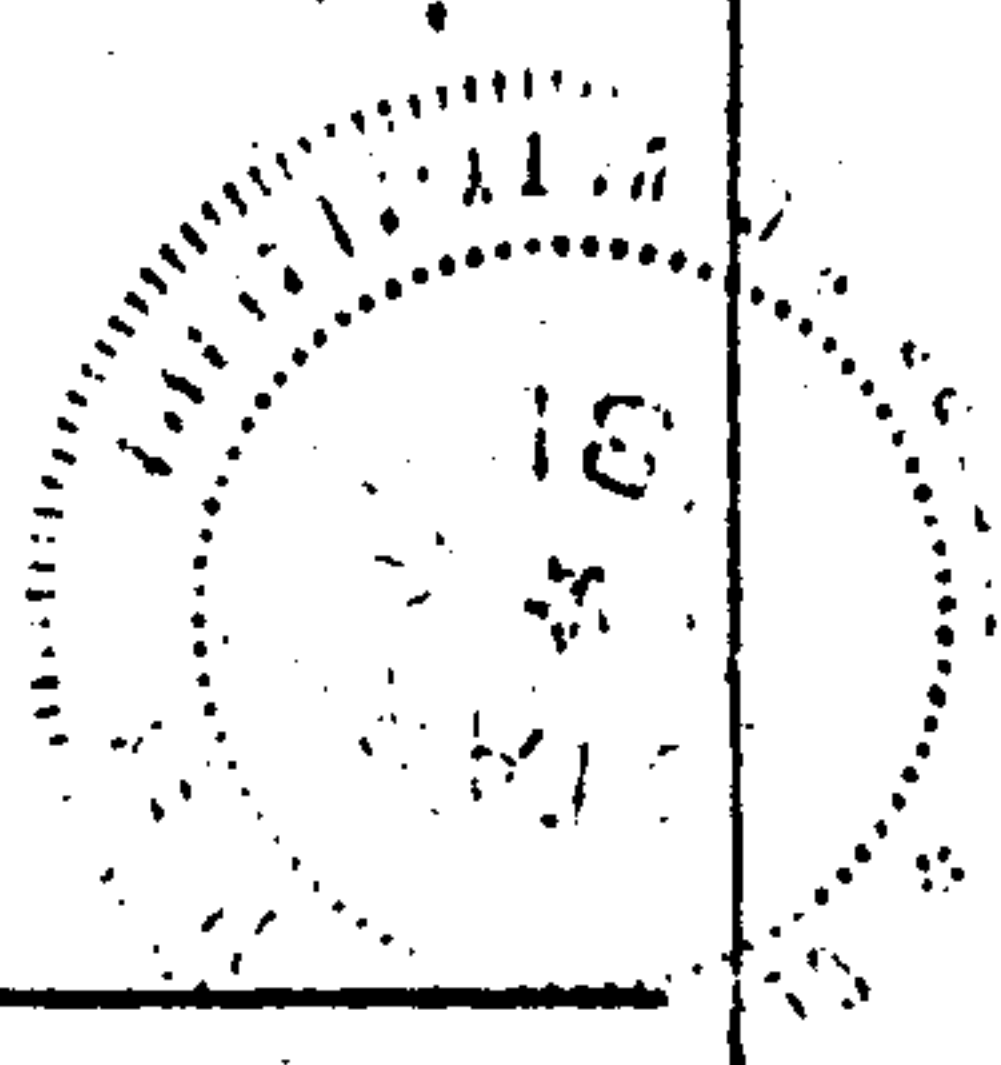
STATE OF ALABAMA,

JEFFERSON COUNTY.

I, Claudia Vandiver, a Notary Public in and
for said County, in said State, hereby certify that George J.
Bouloukos, whose name as Auctioneer and Agent of Alabama Con-
struction Co., Inc., Mortgagee-Transferee, 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, this the 22
day of September, 1970.

Claudia Vandiver
NOTARY PUBLIC



STATE OF ALA. SEELBY CO.
NOTARY PUBLIC
INSTRUMENT WAS FILED
1970 SEP 24 AM 11:54
REC. BK. & PAGE AS SHOWN ABOVE
UCC FILE NUMBER OR
CONFIRMATION
JUDGE OF PROBATE

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