

FORECLOSURE DEED

STATE OF ALABAMA)
SHELBY COUNTY)

7927

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, JOHNNIE ROBERSON, a married man, and wife, Annie Laurie Roberson, did on the 19th day of February, 1973, execute a mortgage to Jefferson Federal Savings and Loan Association which said mortgage was recorded in Vol. 329, Pages 20-22 in the Probate Office of Shelby County, Alabama, and conveyed the hereinafter described property; and

WHEREAS, in and by said mortgage the said Johnnie Roberson, a married man, and wife, Annie Laurie Roberson agreed that should default be made in the payment of the indebtedness secured by said mortgage, or the interest thereon, when the same became due, or in the payment of any other sum which may be charged 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, become due and payable, and the said mortgagee, 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 Court House door of Shelby County, Alabama, at public vendue to the highest bidder for cash, after giving 21 days notice of the time, place and terms of said sale by publication once a week for three successive weeks in some newspaper published in the City of Columbiana, 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 Jefferson Federal Savings and Loan Association, mortgagee, did declare the whole of said indebtedness due and payable under the terms of said mortgage; and

WHEREAS, the said mortgagee 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 in Columbiana, Shelby County, Alabama, viz., on July 18, 25, and August 1, 1974, giving the time, place and terms of said sale; and

WHEREAS, on the 16th day of August, 1974, 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 that Jeffco Finance and Discount Company did purchase said property at and for the sum of \$4531.98, 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 Four Thousand Five Hundred and Thirty-One and 98/100 Dollars (\$4531.98) in hand by Jeffco Finance and Discount Company to the undersigned, the receipt of which is upon the delivery of these presents hereby acknowledged, the said Jefferson Federal Savings and Loan Association as mortgagee, by Philip P. Nelson 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 Jeffco Finance and Discount Company the following described property, situated in Shelby County, Alabama, to-wit:



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Shelby Cnty Judge of Probate, AL
08/30/1974 12:00:00AM FILED/CERT

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South 1/2 of Southeast 1/4 of Section 35, Township 18, Range 2 East, except 9.858 acres sold to Plantation Pipe Line Company, as described in Deed Book 113, Page 489. Northeast 1/4 of Northeast 1/4 of Section 2, Township 19, Range 2 East, except 1/3 acres sold to Alabama Power Company as described in Deed Book 146, Page 134. Also except 1 Acre sold to Emmitt Davis and wife, Hattie Lee Davis, as described in Deed Book 223, Page 214.

Also West 1/2 of Northeast 1/4; Northeast 1/4 of Northwest 1/4 and all that part of Southeast 1/4 of Northeast 1/4 lying West of old Coosa Valley Public Road, in Section 2, Township 19, Range 2 East.

Also except that part condemned by Alabama Power Company for right of way, as shown by decree dated 5th December, 1963, and recorded in Probate Minute 26, at Page 338.

Also except that part conveyed to William C. Gibbs and Francis M. Randall, recorded in Deed Book 248, Page 715.

Also except that part conveyed to Samuel Murphy and Voncile Murphy, recorded in Deed Book 249, Page 609.

Also except that part conveyed to W. G. Florley, recorded in Deed Book 253, Page 810.

Also except that part conveyed to Alabama Plating Company, Inc., recorded in Deed Book 267, Page 276 and Deed Book 273, Page 666.

TO HAVE AND TO HOLD unto the said Jeffco Finance and Discount Company, its successors and assigns, as fully and completely in all respects as the said Auctioneer, Philip P. Nelson could or ought to convey the same by reason of the power of attorney vested in him as Auctioneer and Agent of the Jefferson Federal Savings and Loan Association, mortgagee, under and by virtue of the terms of said mortgage.

WITNESS my hand and seal, this the 19th day of August, 1974.

Jefferson Federal Savings and Loan
Association



19740830000042830 2/2 \$.00
Shelby Cnty Judge of Probate, AL
08/30/1974 12:00:00AM FILED/CERT

BY

Philip P. Nelson
Philip P. Nelson
Auctioneer & Agent

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1974 AUG 30 PM
U.C.C. FILE NINETEEN
RED BK. & PAGE AS SHOWN
JUDGE OF PROBATE

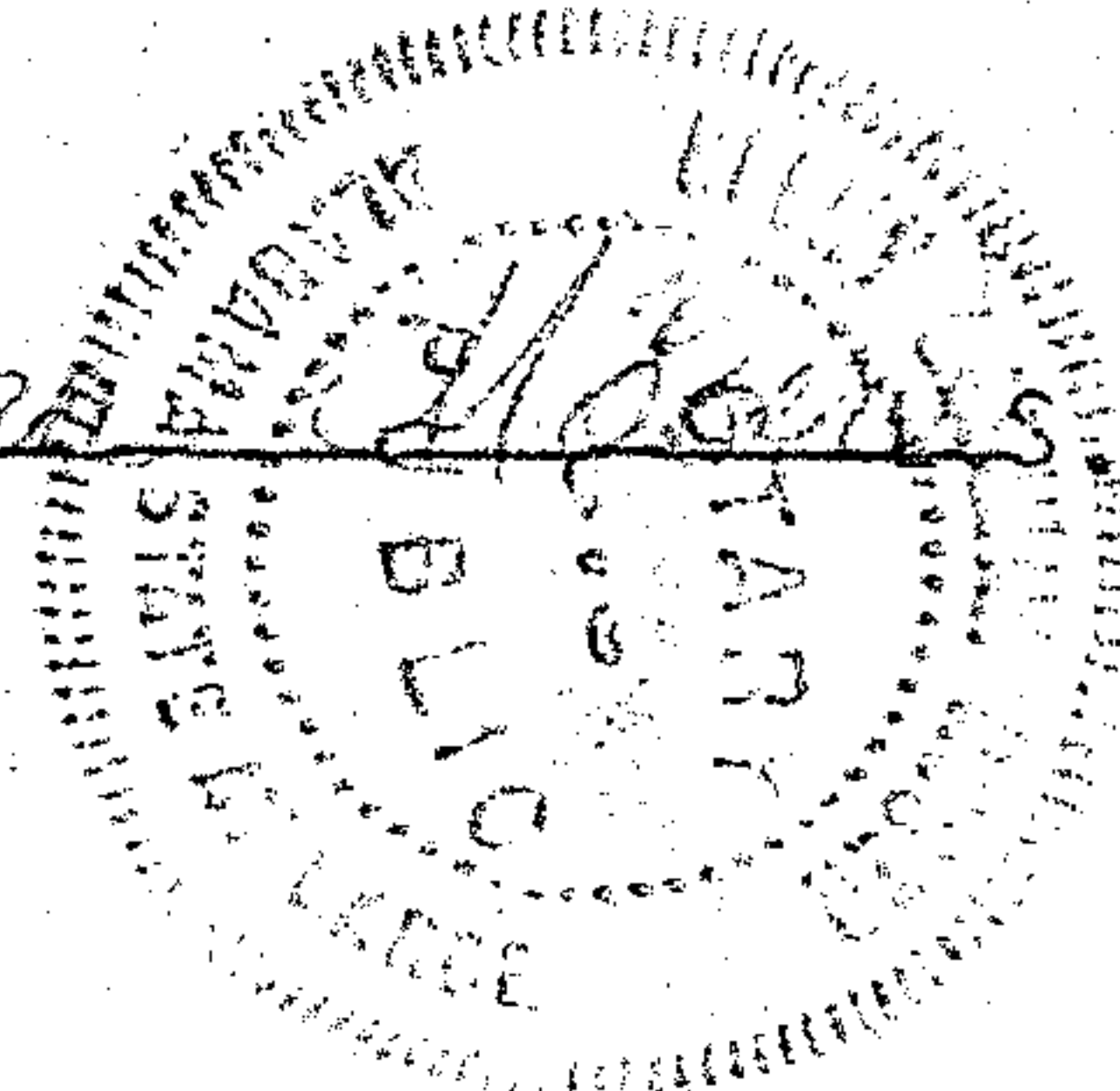
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Becky Laurina Moser, a Notary Public in and for said County, in said State, hereby certify that Philip P. Nelson, whose name as Auctioneer and Agent of Jefferson Federal Savings and Loan Association, mortgagee, 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, as such Auctioneer and Agent, in his capacity, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19th day of August, 1974.

Becky Laurina Moser
Notary Public



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