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Shelby Cnty Judge of Probate,AL
06/19/1975 12:00:00AM FILED/CERT

This instrument prepared by
Wade H. Morton, Jr., Attorney at Law
P.O. Box 1227, Columbiana, Alabama 35051

STATE OF ALABAMA)
SHELBY COUNTY) MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That, whereas, heretofore, on to-wit: March 30, 1973, Douglas M. Shaw and wife, Janet S. Shaw, executed a certain mortgage on property hereinafter described to Union State Bank, Pell City, Alabama, which said mortgage is recorded in Mortgage Book 330, at Page 306, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, on October 10, 1974, said Union State Bank, Pell City, Alabama, transferred and assigned said mortgage and the debt thereby secured to T. L. Harmon, said transfer and assignment being recorded in Miscellaneous Record Book 11, at Page 178, in the Office of the Judge of Probate of Shelby County, Alabama, and said T. L. Harmon is now the holder and owner of said mortgage and debt; 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 in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some newspaper published in said County by publication once a week for three 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 might bid at the sale and purchase said property if the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said T. L. Harmon 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 of general circulation published in Shelby County, Alabama, in its issues of May 29, June 5 and 12, 1975; and

WHEREAS, on June 19, 1975, the day on which the foreclosure sale 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 T. L. Harmon

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did offer for sale at public outcry in front of the Courthouse door in Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Wade H. Morton, Jr. was the auctioneer who conducted said foreclosure sale and was the person conducting said sale for the said T. L. Harmon; and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of T. L. Harmon in the amount of Four Thousand Eighteen and 83/100 (\$4,018.83) Dollars which sum of money T. L. Harmon offered as credit on the indebtedness secured by said mortgage and said property was thereupon sold to T. L. Harmon.

NOW, THEREFORE, in consideration of the premises and a credit in the amount of Four Thousand Eighteen and 83/100 (\$4,018.83) Dollars on the indebtedness secured by said mortgage, the said T. L. Harmon, by and through Wade H. Morton, Jr., as auctioneer conducting said sale and as attorney-in-fact for T. L. Harmon and Douglas M. Shaw and wife, Janet S. Shaw, respectively, and by and through Wade H. Morton, Jr., as auctioneer conducting said sale, does hereby grant, bargain, sell and convey unto T. L. Harmon the following described property situated in Shelby County, Alabama, to-wit:

A lot or parcel of land situated in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 18, Township 18 South, Range 2 East, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section and run North along the West line a distance of 200.0 feet; thence run North 2 degrees 00 minutes West a distance of 216.0 feet; thence run North 88 degrees 00 minutes East a distance of 237.0 feet; thence run North 2 degrees 00 minutes West a distance of 105.0 feet; thence run North 88 degrees 00 minutes East a distance of 600.5 feet to the point of beginning; thence continue along same line a distance of 293.5 feet to the West R.O.W. of a paved public road, known as Shelby County Road No. 55; thence run South 3 degrees 00 minutes West along said road a distance of 105.0 feet; thence run South 88 degrees 00 minutes West a distance of 282.8 feet; thence run North 2 degrees 00 minutes West a distance of 105.0 feet to the point of beginning. Containing one-half acre, more or less. Together with all improvements located thereon including one 10' x 60' Magnolia House Trailer situated on permanent foundation, together with the hereditaments and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises herein described.

TO HAVE AND TO HOLD The above described property unto T. L. Harmon, his successors and assigns forever; subject, however, to the statutory right of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws of Alabama.

IN WITNESS WHEREOF, T. L. Harmon and Douglas M. Shaw and wife, Janet S. Shaw, have caused this instrument to be executed by and through Wade H. Morton, Jr., as auctioneer conducting said sale and as attorney-



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in-fact for all parties separately, and Wade H. Morton, Jr., as auctioneer conducting said sale and as attorney-in-fact for each of said parties, has hereto set his hand and seal on this the 19th day of June, 1975.

DOUGLAS M. SHAW and wife,
JANET S. SHAW

T. L. HARMON

By

Wade H. Morton, Jr.
Wade H. Morton, Jr., as
Auctioneer and Attorney-in-Fact

By

Wade H. Morton, Jr.
Wade H. Morton, Jr., as Auctioneer
and Attorney-in-Fact

Wade H. Morton, Jr.
Wade H. Morton, Jr., as Auctioneer
Conducting Said Sale

STATE OF ALABAMA)

SHELBY COUNTY)

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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wade H. Morton, Jr., whose name as Auctioneer is signed to the foregoing conveyance, and who signed the name of Douglas M. Shaw and wife, Janet S. Shaw, and also who signed the name of T. L. Harmon 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 executed the same voluntarily on the day the same bears date, as the action of himself as Auctioneer and the person conducting the same for T. L. Harmon, transferee, with full authority and as the actions of Douglas M. Shaw and wife, Janet S. Shaw, mortgagors, in the mortgage referred to in the foregoing deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 19th day of June, 1975.

Dorothy F. Reeves
Notary Public

Certified
JUDGE OF PROBATE

1975 JUN 19 PM 3:23
INSTRUMENT WAS FILED
SHELBY COUNTY, ALABAMA