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This instrument was prepared by:
Daniel M. Spitler, Attorney
1200 City National Bank Building
Birmingham, Alabama 35203

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

This Foreclosure Deed, made this 14th day of November, 1975, between Charles W. Johnson and wife, Barbara M. Johnson, Parties of the First Part, and the First Bank of Alabaster, Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the said Parties of the First Part heretofore executed to Party of the Second Part, (herein called "Mortgagee"), a certain mortgage dated March 6, 1975, and recorded in Mortgage Book 344, Page 744, of the mortgage records in the Office of the Judge of Probate of Shelby County, Alabama, which conveyed the hereinafter described property to secure the indebtedness evidenced by a note therein described; and

WHEREAS, the said mortgage provides that if said indebtedness or any part thereof should remain unpaid at maturity, then the whole of said indebtedness shall at once become due and payable and said mortgage be subject to foreclosure, and further provides that in the event of any such default the Mortgagee shall have the authority to sell said property before the Courthouse door in the City of Columbiana, County of Shelby, Alabama, at public outcry, for cash, after giving notice first by publication once a week for three weeks of the time, place and terms of said sale in some newspaper of general circulation published in Shelby County, Alabama, and further provides that in the event of any such sale the person conducting such sale shall have power and authority to execute a deed to the purchaser of said property at such sale, and further provides that the Mortgagee may bid and become the purchaser at such sale of the property described therein; and

WHEREAS, parts of said indebtedness remained unpaid at the respective maturities thereof, and the whole of said indebtedness thereupon became due and payable, and default was made in the payment thereof, and the Party of the Second Part thereafter gave notice by publication in the Shelby County Reporter, a newspaper of general circulation published in

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Columbiana, Shelby County, Alabama, on October 23 and 30, and November 6, 1975, that it would sell the hereinafter described property before the Courthouse door of Shelby County, Alabama, at Columbiana, Alabama, at public outcry to the highest bidder, for cash, at 11:00 A.M. on the 14th day of November, 1975; and

WHEREAS, the said sale was held at the time and place stated in said notice which was published in the said issues of said Shelby County Reporter, and the Party fo the Second Part became the purchaser of the described property at and for the sum of *One hundred Twenty One Thousand Nine hundred Thirty one and 48/100 Dollars (\$121,931.48)* which was the highest, best and last bid therefor; and

WHEREAS, the undersigned, Daniel M. Spitler conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by the Party of the Second Part;

NOW, THEREFORE, in consideration of the premises, the Parties of the First Part and the Party of the Second Part, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto the said Party of the Second Part the following described real property situated in Shelby County, Alabama, to-wit:

Parcel 1: Lot 3, in Block 4, according to the Survey of Indian Valley, Sixth Sector, as recorded in Map Book 5, Page 118, in the Probate Office of Shelby County, Alabama.

Parcel 2: Lot 5-A, according to a Resurvey of Lots 5, 15, 16, 17, 27, 2, 31 and 32 of Indian Hills, First Sector, as recorded in Map Book 5, Page 104, in the Probate Office of Shelby County, Alabama.

Parcel 3: Lot 19, in Block 2, according to the Survey of Indian Valley, First Sector, as recorded in Map Book 5, Page 43, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said Party of the Second Part, their successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said Party of the Second Part under and by virtue of the power and authority contained in the afore-said mortgage.



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IN WITNESS WHEREOF, the said Parties of the First Part and the said Party of the Second Part have hereunto set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the day and year first above written.

CHARLES W. JOHNSON and wife, BARBARA M. JOHNSON and THE FIRST BANK OF ALABASTER

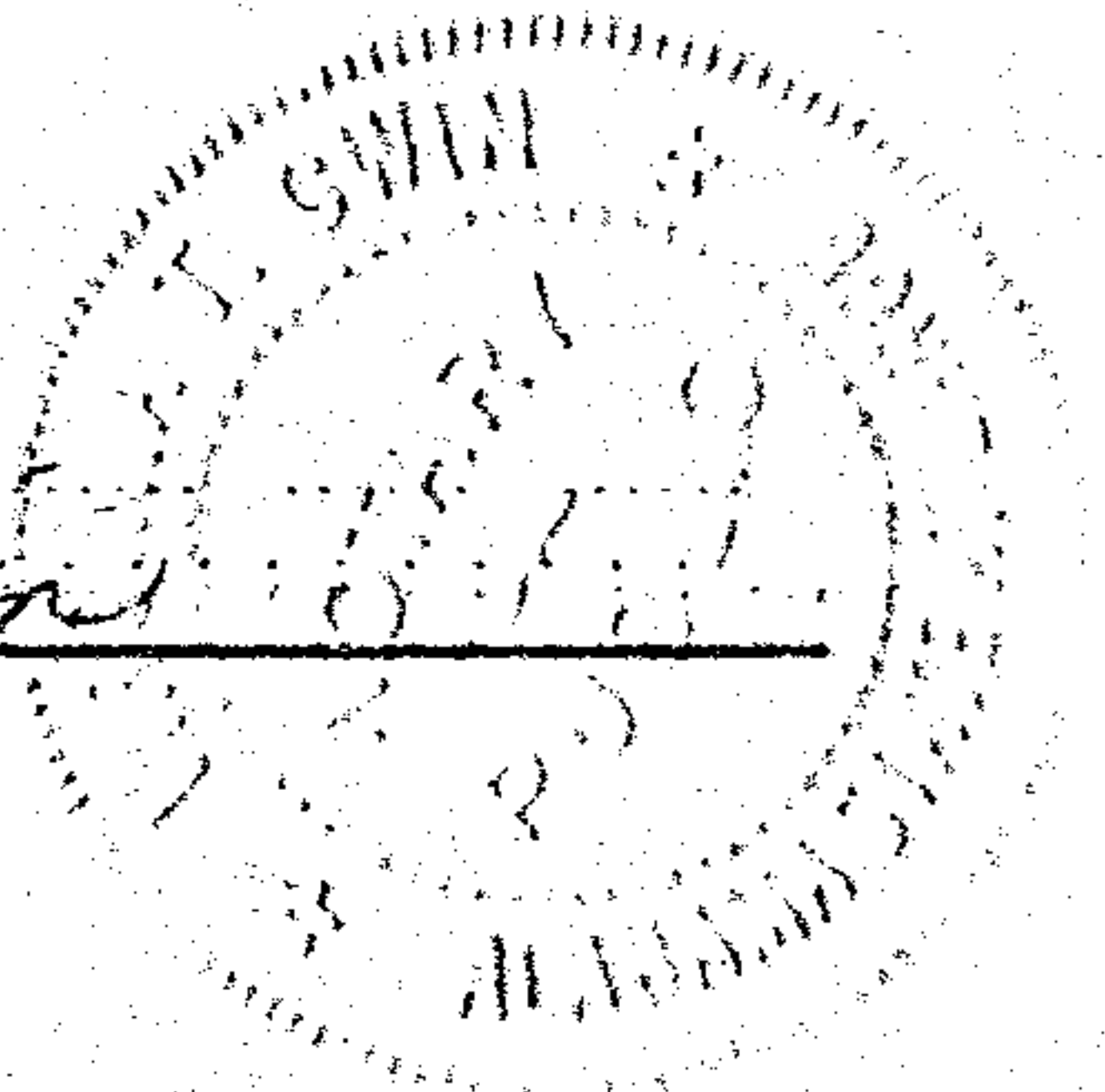
By *Daniel M. Spitler*
Auctioneer and Attorney-in-Fact

STATE OF ALABAMA)
Shelby County, Alabama)
COUNTY OF SHELBY)

I, the undersigned authority in and for said County in said State, hereby certify that Daniel M. Spitler, whose name as attorney-in-fact and auctioneer for Charles W. Johnson and wife, Barbara M. Johnson and The First Bank of Alabaster, 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 attorney-in-fact and auctioneer, executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this the 14th day of November, 1975.

Virginia T. Green
Notary Public



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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1975 NOV 14 AM 11:32
Clifford M. Green
JUDGE OF PROBATE

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