

FORECLOSURE DEED

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, Shelby County Egg, Inc., did on the 8th day of April, 1975, execute a mortgage to Columbia Mortgage Company which said mortgage was recorded in Real Volume 345, page 511, in the Probate Office of Shelby County, Alabama, and conveyed the hereinafter described property; and

WHEREAS, in and by said mortgage the said Shelby County Egg, Inc. 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 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, become due and payable, and the said Columbia Mortgage Company, 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 Courthouse Door of Shelby County, Alabama, at Columbiana, 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 Columbia Mortgage Company, mortgagee, did declare the whole of said indebtedness due and payable under the terms of said mortgage; and

WHEREAS, the said Columbia Mortgage Company 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 15, 22 and 29, 1976, giving the time, place and terms of said sale; and

WHEREAS, on the 13th day of August, 1976, during the legal hours of sale, according to the terms of said advertisement, said sale was held in front of the Courthouse door of Shelby County, at Columbiana, Alabama, in strict conformity with the terms of said mortgage, and the said Columbia Mortgage Company did purchase said property at and for the sum of \$81,862.98, 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 One Dollar (\$1.00) in hand paid by Columbia Mortgage Company to the undersigned, the receipt of which is upon the delivery of these premises hereby acknowledged, the said Columbia Mortgage Company, as mortgagee, by J. Fred Wood, Jr., 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 Columbia Mortgage Company the following described property, situated in Shelby County, Alabama, to-wit:

All that part of the West one-half of the Northeast Quarter of Section 30, Township 19 South, Range 2 East, which lies north of Florida Short Route Highway (U.S. Highway 280) right of way, Except easement conveyed to Weeks and Starcher as described in Deed Book 234, page 48, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said Columbia Mortgage Company, its successors and assigns, as fully and completely in all respects as the said J. Fred Wood, Jr. could or ought to convey the same by reason of the power of

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attorney vested in him as Auctioneer and Agent of the Columbia Mortgage Company, mortgagee, under and by virtue of the terms of said mortgage.

WITNESS my hand and seal, this the 13th day of August, 1976.

COLUMBIA MORTGAGE COMPANY, Mortgagee

BY:

J. Fred Wood, Jr.
Auctioneer and Agent

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Fred Wood, Jr., whose name as Auctioneer and Agent of Columbia Mortgage Company, 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 13th day of August, 1976.

Elyahuta D. Beck
Notary Public



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Shelby Cnty Judge of Probate, AL
08/26/1976 12:00:00AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 AUG 26 PM 11:28
Beck D. Beck
Clerk of Probate
JUDGE OF PROBATE

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