

STATE OF ALABAMA

8768

SHELBY COUNTY

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, default having been made in the payment of the indebtedness due by that promissory note and real estate mortgage securing payment of the same executed by Billy Ray Trussell and wife, Mary L. Trussell, to Lemuel H. Goode and wife, Clara S. Goode, on April 10, 1976, said mortgage being recorded in the Office of Judge of Probate of Shelby County, Alabama, in Mortgage Book 353 at pages 623 and 624, which mortgage described the real estate hereinafter set out, and

WHEREAS, said real estate mortgage provided that the real estate described therein should be sold at public outcry to the highest bidder for cash, in front of the entrance of the Shelby County Courthouse front door in Columbiana, Alabama, after advertisements of such sale in some newspaper published in Shelby County, Alabama, once a week for three consecutive weeks, of the time, place, and terms of said sale, in order to pay the sums remaining unpaid under the terms of said promissory note and mortgage, after maturity, or default of the same, and

WHEREAS, said Lemuel H. Goode and wife, Clara S. Goode, as mortgagees of said mortgage, did cause such advertisements of such sale to be given in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, in the issues of said newspaper published on September 2nd, 9th, and 16th, 1976.

WHEREAS, in accordance with said notice and under the power of sale contained in said real estate mortgage, the real estate described in said mortgage was duly offered for sale to the highest and best bidder, for cash, in front of the entrance of the Shelby County Courthouse front door in Columbiana, Alabama, during the legal hours of sale on the 24th day of September, 1976, and at

BOOK 301 PAGE 92

said sale said real estate was purchased by Lemuel H. Goode and wife, Clara S. Goode, for the sum of \$, which said sum of money was the highest and best bid for said real estate at said sale;

NOW THEREFORE, in consideration of the premises, and of the payment of the sum of \$2,539.57 , by crediting the same upon the mortgage indebtedness secured by said mortgage, said Billy Ray Trussell and wife, Mary L. Trussell, do each hereby grant, bargain, sell and convey unto said Lemuel H. Goode and wife, Clara S. Goode, the following described real estate lying and situated in Shelby County, Alabama, to-wit:

Commence at the SE corner of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 4, Township 20 South, Range 1 East; thence run North along East line of said quarter-quarter section a distance of 635 feet; thence run West and parallel with the South line of said quarter-quarter section a distance of 890.94 feet to the point of beginning of the parcel herein described; thence continue West, parallel with the South line of said quarter-quarter section, a distance of 200.00 feet; thence run North, parallel with the East line of said quarter-quarter section, a distance of 220 feet to a point which is 855 feet North of the South line of said quarter-quarter section; thence run East, parallel with the South line of said quarter-quarter section, a distance of 200 feet; thence run South, parallel with the East line of said quarter-quarter section, a distance of 220 feet to the point of beginning, according to survey of Frank W. Wheeler, Registered Land Surveyor, dated July 29, 1974.

Also, an easement for a driveway or roadway and for public utility lines, of an equal width of 20 feet over and across the following described property:

Begin at the NW corner of the above described parcel, said NW corner of said above described parcel being the point of beginning; thence run South, along the West line of said above described parcel, a distance of 20 feet; thence run West, parallel with the South line of said quarter-quarter section a distance of 184 feet to a point on the East right of way line of Shelby County Highway 55, said point being 835 feet North of the South line of said quarter-quarter section; thence run North, along the East right of way line of said highway, a distance of 20 feet, more or less, to a point which is 855 feet North of the South line of said quarter-quarter section; thence run East, parallel with the South line of said quarter-quarter section, a distance of 184 feet to the point of beginning, said easement to provide ingress and egress to and from said Highway 55 (being also known as Westover Road) and the above described parcel.

Subject to easements and rights of way of record, and subject to an easement for a driveway or roadway, and for public utility lines, of an equal width of 20 feet over and across the



19760924000091480 2/3 \$.00
Shelby Cnty Judge of Probate, AL
09/24/1976 12:00:00AM FILED/CERT

BOOK 301 PAGE 93

North 20 feet of said property, said easement reserved being to provide ingress and egress to and from said Highway 55 (being also known as the Westover Road) and other property lying to the East thereof, it being agreed and understood that the grantees herein and their successors in title shall not have the right to obstruct said driveway, roadway, or easement by fence or otherwise.

TO HAVE AND TO HOLD above described premises unto said Lemuel H. Goode and wife, Clara S. Goode, their heirs and assigns forever.

IN WITNESS WHEREOF, said Billy Ray Trussell and wife, Mary L. Trussell, and the said Lemuel H. Goode and wife, Clara S. Goode, acting by and through Oliver P. Head, Attorney in fact and auctioneer making the said sale, have hereunto set their hands and seals on this 24th day of September, 1976.

BILLY RAY TRUSSELL, MORTGAGOR
BY [Signature] (SEAL)
Auctioneer

MARY L. TRUSSELL, MORTGAGOR
BY [Signature] (SEAL)
Auctioneer

LEMUEL H. GOODE AND WIFE, CLARA S. GOODE,
MORTGAGEES
BY [Signature] (SEAL)
Attorney in Fact and Auctioneer

STATE OF ALABAMA
SHELBY COUNTY

I, Mary D. Thompson, a Notary Public in and for said County, in said State, hereby certify that Oliver P. Head, who is known to me, and whose name as Auctioneer for Billy Ray Trussell and wife, Mary L. Trussell, Mortgagors, and as Attorney in Fact and Auctioneer for Lemuel H. Goode and wife, Clara S. Goode, Mortgagees, is signed to the foregoing conveyance, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, in his capacity as such Auctioneer for Billy Ray Trussell and wife, Mary L. Trussell, Mortgagors, and as Attorney In Fact and Auctioneer for Lemuel H. Goode and wife, Clara S. Goode, Mortgagees, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 24th day of September, 1976.

Notary Public

301 PAGE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1976 SEP 24 PM 3:04

Carol M. Thompson
JUDGE OF PROBATE