

19780711000089720 1/2 \$.00  
Shelby Cnty Judge of Probate, AL  
07/11/1978 12:00:00AM FILED/CERT

STATE OF ALABAMA )  
SHELBY COUNTY )

## 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 James R. Niven as President of Chelsea Timber Company, Inc. to Sara E. Palmer and recorded in Mortgage Book 346, page 820, in the Probate Records of Shelby County, Alabama, 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 after giving twenty-one days' notice by publication once a week for three consecutive weeks of the time, place and terms of sale, by publishing the same in a newspaper published in Shelby County, Alabama, 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, Sara E. Palmer did cause notice of the time, place and terms of sale of said real estate to be given in full compliance with the law of the State of Alabama, in the Shelby County Reporter in the issues of said paper published in Shelby County, Alabama, on May 4, 11, 18, and 25, 1978; and

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 County Courthouse in Shelby County, Alabama, at Columbiana, Alabama, during the legal hours of sale on the 29th day of June, 1978, and at said sale, said real estate was purchased by Sara E. Palmer for the sum of Twenty-four thousand eight hundred sixty-seven and 50/100 (\$24,867.50) Dollars 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 Twenty-four thousand eight hundred sixty-seven and 50/100 (\$24,867.50) Dollars, by crediting the same upon the mortgaged indebtedness secured by said mortgage, said Chelsea Timber Company, Inc., Sara E. Palmer and Frank Ellis, Jr., as Auctioneer, do hereby grant, bargain, sell and convey unto the said Sara E. Palmer, the following described real estate lying and situated in Shelby County, Alabama, to-wit:

Commence at the Northeast corner of Section 27, Township 21 South, Range 1 West and run South 84 deg. 39 min. 30 sec. west a distance of 65.13 feet to a point; thence turn an angle of 86 deg. 23 min. 30 sec. to the left and run South 1 deg. 44 min. East a distance of 485.89 feet to a point; thence turn an angle of 90 deg. to the right and run south 88 deg. 16 min. West a distance of 45.0 feet to the point of beginning; thence turn an angle of 90 deg. to the left and run South 1 deg. 44 min. east a distance of 434.03 feet to a point on the Northwest 40 ft. right of way line of a County Road; thence turn an angle of 124 deg. 09 min. to the left and run North 54 deg. 07 min. east along said right of way line a distance of 406 feet, more or less, to the southwest corner of the Alabama Power Company Substation lot; thence turn an angle of 55 deg. 51 min. to the left and run north 1 deg. 44 min. West along the west boundary line of said Substation lot a distance of 210 feet, more or less, to a point at the Northwest corner of said Substation; thence turn an angle of 90 deg. to the left and run South 88 deg. 16 min. West a distance of 320 feet, more or less, to the point of beginning. Said parcel of land is lying in the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  Section 27, Township 21 South, Range 1 West, and the NW $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 26, Township 21 South, Range 1 West and contains 2.4 acres, more or less, including that part occupied by the School Bus Shop Road; EXCEPT THEREFROM the said School Bus Shop Road located on the easterly side of said above described property. Situated in Shelby County, Alabama.

BOOK 313 PAGE 530



TO HAVE AND TO HOLD the above described premises unto the said Sara E. Palmer and her heirs and assigns, forever.

IN WITNESS WHEREOF, said Chelsea Timber Company, Inc., and Sara E. Palmer, acting by and through Frank Ellis, Jr., Attorney in Fact and Auctioneer, and Frank Ellis, Jr., Attorney in Fact, have hereunto set their hands and seals on this the 11th day of July, 1978.

CHELSEA TIMBER COMPANY, INC. and  
SARA E. PALMER

By *Frank Ellis, Jr.*  
Attorney in Fact and Auctioneer

FRANK ELLIS, JR.

By *Frank Ellis, Jr.*  
Auctioneer

STATE OF ALABAMA )

SHELBY COUNTY )

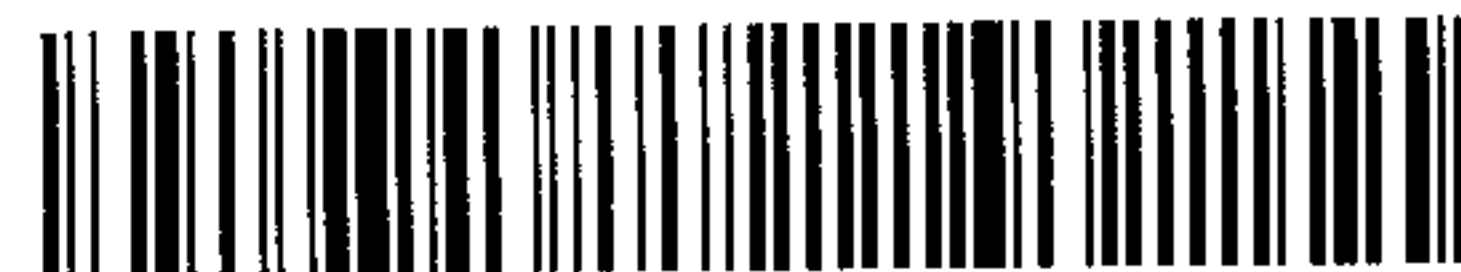
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frank Ellis, Jr. who is known to me, and whose name as Attorney in Fact and Auctioneer is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such Attorney in Fact and as such Auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 11th day of July, 1978.

*Dan K. Jarner*  
Notary Public

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT IS A TRUE

JUL 11 PM 3:44



19780711000089720 2/2 \$.00  
Shelby Cnty Judge of Probate, AL  
07/11/1978 12:00:00AM FILED/CERT

*Rec 3.00*  
*Index 1.00*  
4.00