

FORECLOSURE DEED

STATE OF ALABAMA
SHELBY COUNTY19780725000096150 1/2 \$.00
Shelby Cnty Judge of Probate, AL
07/25/1978 12:00:00AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That, whereas, heretofore on, to-wit: July 14, 1967
Samuel Murphy and wife, Voncile Murphy executed a certain
mortgage on the property hereinafter described to Jim Walter Corporation
which said mortgage is recorded in Book 306, Page 709, in the Probate Office of Shelby
County, Alabama; 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 of said County, giving notice of the time, place, and terms of said sale in some newspaper published in said County, by publication once a week for 4 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 was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and,

WHEREAS, said mortgage with the powers therein contained was duly assigned to Mid-State Homes, Inc.
on the 21st day of August, 1967; and,

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said assignee 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 published in Shelby County, Alabama, and of general circulation in Shelby County, Alabama, in its issues of May 25; June 1; June 8; ~~xxxx~~; June 15; and July 13, 1978

WHEREAS, on July 22, 1978, the day on which the foreclosure 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 Mid-State Homes, Inc., as assignee of said mortgage, did offer for sale and sell at public outcry in front of the door of the Courthouse in Shelby County, Alabama, the property hereinafter described; and,

WHEREAS, R.A. Norred was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the Assignee, Mid-State Homes, Inc.; and,

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of Mid-State Homes, Inc., in the amount of One thousand, two hundred, eighty-six and no/100 Dollars, which sum of money Mid-State Homes, offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to

Mid-State Homes, Inc.

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of \$ 1,286.00 on the indebtedness secured by said mortgage, the said Mid-State Homes, Inc. by and through R.A. Norred as Auctioneer conducting said sale and as attorney in fact for Mid-State Homes, Inc. and the said R.A. Norred as Auctioneer conducting said sale, do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the said Mid-State Homes, Inc., the following described property situated in Shelby County, Alabama, to-wit:

A part of the NE¹/₄ of the NE¹/₄ of Section 2, Township 18 South, Range 2 East, Shelby County, described as follows: Commence at the Northwest corner of the SE¹/₄ of the SE¹/₄ of Section 35, Township 18 South, Range 2 East and run South 54 degrees 46 minutes East 528 feet to a point on the West boundary of Vincent-Pell City Highway, said point being the NE boundary of Plantation Pipe Line property; thence run South 10 degrees 42 minutes East along said road boundary 649 feet to the Southeast corner of said Pipe Line property; thence run North 79 degrees 18 minutes East 100 feet to a point on the East boundary of said highway; thence run South 07 degrees East with said highway boundary 210 feet; thence continue with said highway boundary South 00 degrees 30 minutes East 339.6 feet to the point beginning of this description; thence continue with said highway boundary South 03 degrees West 210 feet; thence turn 90 degrees left for a distance of 210 feet; thence turn 90 degrees left for a distance of 210 feet; thence turn 90 degrees left 210 feet to beginning point.

TO HAVE AND TO HOLD THE above described property unto Mid-State Homes, Inc., its heirs and assigns forever, subject however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.



19780725000096150 2/2 \$.00
Shelby Cnty Judge of Probate, AL
07/25/1978 12:00:00AM FILED/CERT

IN WITNESS WHEREOF Mid-State Homes, Inc., has caused this instrument
to be executed by and through R.A. Norred as Auctioneer conducting this said sale, and
as attorney in fact, and R.A. Norred as Auctioneer conducting said sale has hereto set his hand
and seal on this the 22nd day of July, 1978.

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

1978 JUL 25 AM 9:49

JUDGE OF PROBATE

Rec. 3.00

Ind. 1.00

3.00

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that R. A. =Norred

whose name as Auctioneer and Attorney in Fact for Mid-State Homes, Inc.,

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, in his capacity as said Auctioneer and Attorney in Fact, with full authority, executed the
same voluntarily on the day the same bears date.

Given under my hand and official seal on this the

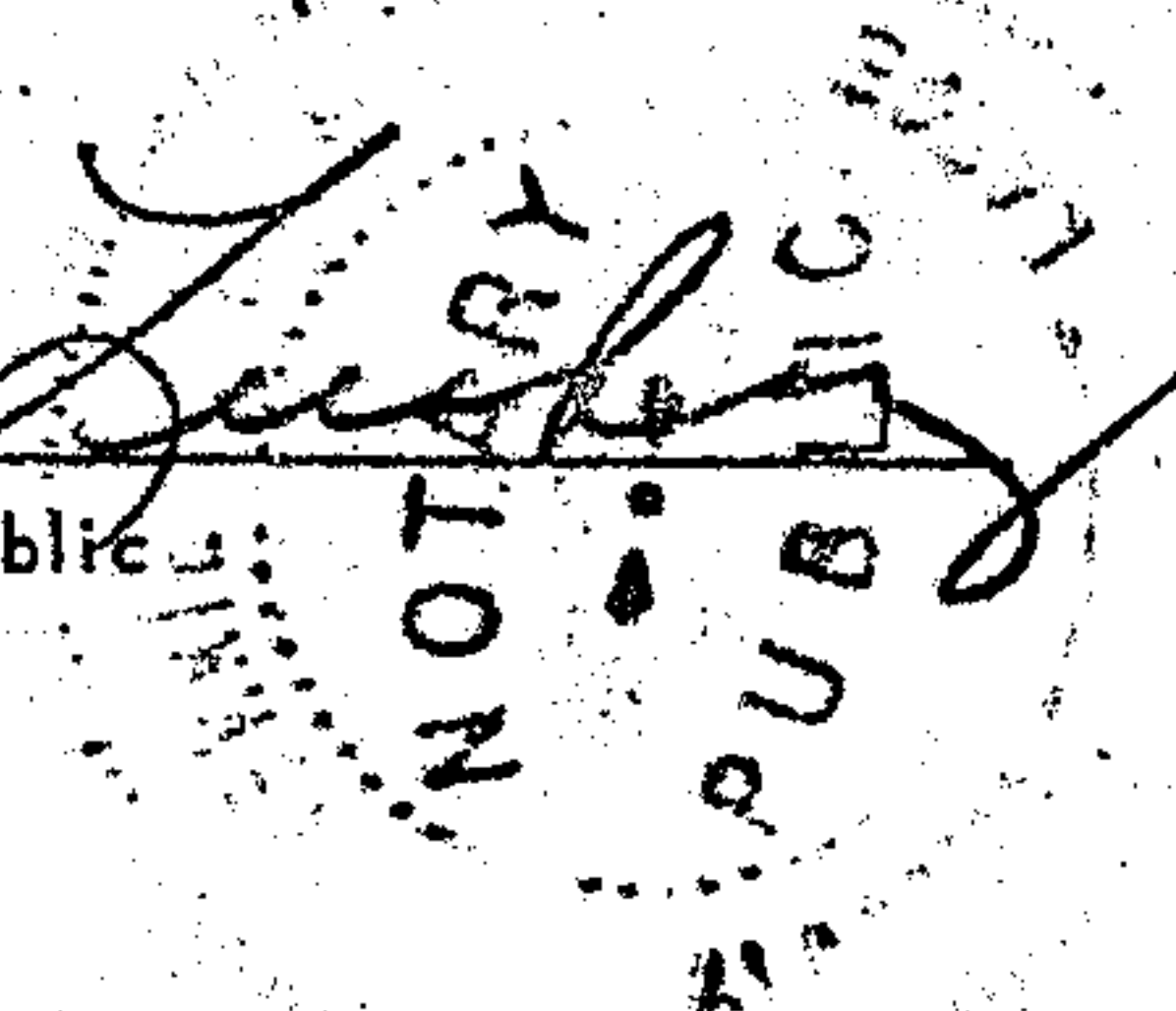
24th

day of

July

1978

Jennie W. Lusk
Notary Public



RETURN TO:

R. A. NORRED, ATTY.
613 - 2121 BUILDING
2121 - 8TH AVE., NO.
BIRMINGHAM, AL 35203

BOOK 313 PAGE 779