

MORTGAGE FORECLOSURE DEED

19791210000159800 1/4 \$.00
Shelby Cnty Judge of Probate, AL
12/10/1979 12:00:00AM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, on, to-wit, the 26th day of July 19 78, Jack C. Caddell and wife, Catherine W. Caddell executed a certain mortgage to City National Bank of Birmingham, a national banking institution, to secure the indebtedness therein mentioned, said mortgage being duly recorded in Volume 380, Record of Mortgages, at Page 994, Volume, Record of Mortgages, at Page, in the Office of the Judge of Probate of Shelby County, Alabama, and which said mortgage and the indebtedness therein described is and was as of the date upon which this foreclosure proceeding was instituted, and is and was as of the date upon which this foreclosure deed was executed, the sole property of the said City National Bank of Birmingham, a national banking institution; and,

WHEREAS, default having been made by the said Mortgagor in the payment of the indebtedness secured by the said mortgage; said mortgage being as of the date of this foreclosure deed, and having been continuously from a time prior to the institution of this foreclosure proceeding down to the date hereof, in default, and being subject to foreclosure as therein provided; and,

WHEREAS, under power contained in the said mortgage, the undersigned, Clifford M. Spencer, Jr., as Auctioneer, Agent and Attorney in Fact for the said City National Bank of Birmingham advertised the said property described in said mortgage herein mentioned, for sale by advertisement in The Shelby County Reporter, a newspaper published in Columbiana, in Shelby County, Alabama in accordance with the terms and tenor of the said mortgage; said notice appearing in said newspaper once a week for three consecutive weeks, and for more than 21 days prior to said sale; and,

WHEREAS, in strict compliance with the power of sale contained in the said mortgage, the property therein described was offered for sale to the highest bidder for cash, at Columbiana, Shelby County, Alabama on the 10th day of December, 1979, during the legal hours of sale, in front of the Main Street, front entrance to the Courthouse of Shelby County, Alabama at Columbiana, and the same was then and there purchased by Bank of the Southeast, Birmingham, Alabama for the sum of One Hundred Forty-One Thousand Six Hundred & 98/100 (\$141, 600.98), which said amount was the last, best and highest bid therefor.

NOW, THEREFORE, in consideration of the said sum of One Hundred Forty-One Six Hundred & 98/100 Dollars (\$ 141,600.98), and in consideration of the premises, and the law in such cases made and provided, I, the said Clifford M. Spencer, Jr. as such Auctioneer, Agent and Attorney in Fact, do hereby grant, bargain sell and convey unto the said Bank of the Southeast, Birmingham, Alabama and assigns, all of the following described property situated in Shelby County, Alabama, to-wit:

According to the legal description described on the attached Exhibit "A", attached hereto and made a part hereof;

✓ RETURN TO: Erle Pettus, Jr.
Rives, Peterson, Pettus, Conway, Elliott & Small
800 First National-Southern Natural Building
Birmingham, Alabama 35203

EXHIBIT "A"

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The NW 1/4 of the NW 1/4, the NE 1/4 of the NW 1/4, and the NW 1/4 of the NE 1/4 of Section 19, Township 20 South, Range 2 West. Excepting, however, from the NW 1/4 of the NW 1/4 of Section 19, Township 20 South, Range 2 West, 1.44 acres in the northwest corner, more particularly described as follows: Begin at the Northwest corner of the NW 1/4 of the NW 1/4 of Section 19, Township 20 South, Range 2 West; thence run South along the west boundary line of said NW 1/4 of the NW 1/4, Section 19, Township 20 South, Range 2 West, for 96.63 feet; thence turn an angle of 52 deg. 41' to the left and run Southeasterly 98.80 feet; thence run East parallel with the North boundary line of the NW 1/4 of the NW 1/4 of Section 19, Township 20 South, Range 2 West, for 338.84 feet; thence run North parallel with the West boundary line of the NW 1/4 of the NW 1/4 of Section 19, Township 20 South, Range 2 West, 156.53 feet, more or less, to a point on the North boundary line of the NW 1/4 of the NW 1/4 of Section 19, Township 20 South, Range 2 West, thence run West along the North boundary line of the NW 1/4 of the NW 1/4 of Section 19, Township 20 South, Range 2 West, for 417.42 feet, more or less, to the point of beginning. ALSO, a parcel of land situated in and being parts of the NE 1/4 of the NE 1/4 of Section 24, Township 20 South, Range 3 West, and the SE 1/4 of the SE 1/4 of Section 13, Township 20 South, Range 3 West, more particularly described as follows: From the Northeast corner of Section 24, Township 20 South, Range 3 West, run South along the East boundary line of said Section 24, Township 20 South, Range 3 West for 96.63 feet to the point of beginning of the land herein described; thence turn an angle of 127 deg. 19' to the right and run Northwesterly 158.0 feet; thence turn an angle of 11 deg. 30' to the left and continue Northwesterly 30.0 feet more or less to a point on the East right of way line of the Fungo Road; thence turn an angle of 84 deg. 15' to the left and run Southwesterly along the East right of way line of said Fungo Road 20.0 feet; thence turn an angle of 84 deg. 15' to the left and run Southeasterly 207.62 feet more or less, to a point on the East boundary line of Section 24, Township 20 South, Range 3 West; thence turn an angle of 127 deg. 19' to the left and run North along the East boundary of Section 24, Township 20 South, Range 3 West, for 37.72 feet, more or less to the point of beginning. This tract of land being a part of the NE 1/4 of the NE 1/4 of Section 24, Township 20 South, Range 3 West, and part of SE 1/4 of SE 1/4 of Section 13, Township 20 South, Range 3 West. Subject to all easements and restrictions of record, including that certain agreement for a common driveway dated October 17, 1960, by and between Claude C. Williams and wife, Edna Joyce Williams, and Young Quan and wife, May C. Quan, recorded in Volume 212, page 44, Probate Office of Shelby County, Alabama. Subject to the right, if any that Robert A. Hodges and wife, Helen V. Hodges to that portion of property hereby insured which lies in SE 1/4 of SE 1/4 of Section 13, Township 20, Range 3 West.

I hereby certify that is the proper legal description for that parcel of property mortgaged by Jack C. Caddell and wife, Catherine W. Caddell to City National Bank of Birmingham on the 26th day of July, 1978 and recorded in Volume 380 at page 995 in the Office of the Judge of Probate of Shelby County.

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Clifford M. Spencer, Jr.
Clifford M. Spencer, Jr.

TO HAVE AND TO HOLD all of the above described and granted premises unto the said Bank of the Southeast,
Birmingham, Alabama
and assigns, forever.

IN TESTIMONY WHEREOF, the undersigned as Auctioneer, Agent and Attorney in Fact for the said City National Bank of Birmingham, a national banking institution, has hereunto set his hand and seal, and the signature and seal of the said mortgagors, namely, Jack C. Caddell and wife, Catherine W. Caddell
on this the 10th day of December, 19 79.

Clifford M. Spencer Jr. (SEAL)
Clifford M. Spencer, Jr.

As Auctioneer, Agent and Attorney in Fact for City National Bank of Birmingham, a national banking institution, owner and holder of the said mortgage

Jack C. Caddell (SEAL)

Catherine W. Caddell (SEAL)

Clifford M. Spencer Jr.
by: Clifford M. Spencer, Jr.
Agent and Attorney in Fact for
City National Bank of Birmingham,
a national banking institution

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Clifford M. Spencer, Jr., whose name as Auctioneer, and Attorney in Fact for City National Bank of Birmingham, owner and holder of said mortgage, 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 this conveyance, he, in his capacity as such Auctioneer, Agent and Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the
10th day of December, 19 79.

Wade H. Norton
Notary Public

My Commission expires 10/8/83



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CERTIFICATE OF MORTGAGEE

I, the undersigned, Secretary of City National Bank of Birmingham, a national banking institution, hereby certify that Clifford M. Spencer, Jr. was duly appointed and directed to act as Auctioneer, Agent and Attorney in Fact on the foreclosure of the within described mortgage; and was duly authorized and directed to act as Auctioneer in making the foreclosure sale and execution of the within foreclosure deed.

Dated this the 10th day of December, 19 79.

CITY NATIONAL BANK OF BIRMINGHAM,
a national banking institution

by: *[Signature]*

Its Ex. V. R.

Witnesses:


[Signature]
[Signature]

[Faint stamp]

[Faint stamp]

Deed 142.00
Rec. 6.00
Index 1.00
149.00

THIS INSTRUMENT PREPARED BY
CLIFFORD M. SPENCER, JR.
PRITCHARD, MICALL, JONES, SPENCER & O'KELLEY
901 BROWNMARK BUILDING
BIRMINGHAM, ALABAMA 35203


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