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Shelby Cnty Judge of Probate, AL
07/09/1980 00:00:00 FILED/CERTIFIED

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 Gary Cooper and wife, Alice Maxine Cooper to Leone Letta Elliott, and recorded in Mortgage Book 356, Page 124, in the Probate Records of Shelby County, Alabama, which mortgage described the real estate herein-after 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, Leone Letta Elliott 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 February 21, February 28 and March 6, 1980; 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 22nd day of March, 1980, and at said sale, said real estate was purchased by LEONE LETTA ELLIOTT BARBER for the sum of Eight Thousand Three Hundred Ninety-six and 07/100 Dollars (\$8,396.07) 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 \$8,396.07, by crediting the same upon the mortgaged indebtedness secured by said mortgage, said GARY COOPER and wife, ALICE MAXINE COOPER and HEWITT L. CONWILL, as Auctioneer, do hereby grant, bargain, sell and convey unto the said LEONE LETTA ELLIOTT BARBER, the following described real estate lying and situated in SHELBY COUNTY, ALABAMA, to-wit:

All that part of the East 495 feet of the E½ of NE¼ of Section 30, Township 19 South, Range 1 East that lies South of the Florida Short Route Highway (being U. S. Highway 280) right-of-way, which lies West of that certain easement conveyed to W. D. Hughes and E. R. Elliott on March 22, 1966, and which easement is more particularly described as follows: Commencing at the point where the center of a branch intersects the south line of the Florida Short Route Highway in the southerly portion of the NE¼ of NE¼ of Section 30, Township 19, Range 1 East, the branch being situated on property known

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Warrington & Associates

as Henry Hughes property and from said center line of branch, run along the South line of said Florida Short Route right-of-way West a distance of 51 feet to the center line of a 25 foot easement described as follows: Said center line begins as aforesaid and runs South 37 deg. 30 min. East 507 feet; thence South 5 deg. 30 min. West to a point 615 feet North of the South line of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 30. There is EXCEPTED from the above described land the South 615 feet of uniform width. Said property is conveyed subject to W. D. Hughes and E. R. Elliott or their successors in title having the right to construct an electric power line along the Westerly side of said 25 foot easement from the point where said 25 foot easement intersects the power line so that the power line shall then run South and along said 25 foot easement until it intersects the South line of the above described land being conveyed.

ALSO, LESS AND EXCEPT the following:

Commence at the Southeast corner of the NE $\frac{1}{4}$ of Section 30, Township 19 South, Range 1 East and run thence North 615 feet; thence run West 495 feet to the point of beginning of the parcel of land herein described; thence run North 200 feet; thence run East to the West right-of-way line of that certain 50' easement heretofore conveyed to Kimberly-Clark Corporation on May 29, 1970; thence run South along said right-of-way line of said 50' easement a distance of 200 feet, more or less, to a point 615 feet North of the South line of said NE $\frac{1}{4}$; thence run West to the point of beginning.

TO HAVE AND TO HOLD the above described premises unto the said LEONE LETTA ELLIOTT BARBER, and her heirs and assigns, forever.

IN WITNESS WHEREOF, said GARY COOPER and wife, ALICE MAXINE COOPER, acting by and through Hewitt L. Conwill, Attorney in Fact and Auctioneer, and Hewitt L. Conwill, Attorney in Fact, have hereunto set their hands and seals on this the 22 day of March 1980.

GARY COOPER and wife, ALICE MAXINE COOPER

By: Hewitt L. Conwill
Attorney in Fact and
Auctioneer

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

1980 JUL -9 PM 2:40

Hewitt L. Conwill, Jr.
JUDGE OF PROBATE

Rec. 3.00
Ind. 1.00

STATE OF ALABAMA) 4.00
SHELBY COUNTY)

NO TAX COLLECTED

Hewitt L. Conwill
Hewitt L. Conwill, Attorney in
Fact

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Hewitt L. Conwill, 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 22 day of March, 1980.

Eva D. Moore
Notary Public