

FORECLOSURE DEED

STATE OF ALABAMA
SHELBY COUNTY

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 Albert M. Keller and W.E. Whitlock to Emma Jo D. Todd and Dorothy D. Mahan, and recorded in Mortgage Book 378, page 455, 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, Emma Jo D. Todd and Dorothy D. Mahan 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 19, 26, March 5 and 12, 1981; 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 21st day of March, 1981, and at said sale, said real estate was purchased by EMMA JO D. TODD AND DOROTHY D. MAHAN, for the sum of \$375,814.84, 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 \$375,814.84, by crediting the same upon the mortgage indebtedness secured by said mortgage, said ALBERT M. KELLER AND W.E. WHITLOCK and WILLIAM T. HARRISON, as auctioneer, do hereby grant, bargain, sell and convey unto the said EMMA JO D. TODD AND DOROTHY D. MAHAN, the following described real estate lying and situated in Shelby County, Alabama, to-wit:

The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 19 South, Range 2 West;

ALSO, all that part of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 23, Township 19 South, Range 2 West, lying south of Shelby County Road No. 119.

TO HAVE AND TO HOLD the above described premises unto the said EMMA JO D. TODD AND DOROTHY D. MAHAN, and their heirs and assigns forever.

IN WITNESS WHEREOF, said Albert M. Keller and W.E. Whitlock, acting by and through William T. Harrison, attorney in fact and auctioneer, and William T. Harrison, Auctioneer, have hereunto set their hands and seals on this the 7th day of April, 1981.

ALBERT M. KELLER AND W.E. WHITLOCK

STATE OF ALABAMA, SHELBY COUNTY,
I CERTIFY THIS

BY

Attorney in Fact and Auctioneer

1981 APR 13 PM 2:33

WILLIAM T. HARRISON

Notary Public, SHELBY COUNTY,
JUDGE OF PROBATE

Auctioneer

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William T. Harrison, 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.

332 MAR 22 1981

Rec'd 1.50
Ind 1.00
2.50