

STATE OF ALABAMA)
SHELBY COUNTY)
 MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, WHEREAS, on, to-wit:
4th day of September, 1981 Billy G. Harris and wife, Jimmie Harris,
executed a certain mortgage on the real estate hereinafter described to
Merchants & Planters Bank, Montevallo, Alabama, a banking corporation,
which said mortgage is recorded in Mortgage Book 415, at Pages 613-614 ,
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 said mortgagee; and

WHEREAS, in and by said mortgage said 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 real estate in front of the Courthouse door in the City of
Columbiana, Shelby County, Alabama, after giving twenty-one days
notice of the time, place and terms of said sale, by publication once
a week for three consecutive weeks prior to said sale in some
newspaper published in Shelby County, Alabama, such sale to be 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 the same the mortgagee or any person conducting said sale for the
mortgagee might bid at the same and purchase said property if the
highest bidder therefor; and,

WHEREAS, default was made in the payment of the indebtedness
secured by said mortgage, and such default continuing, the said
mortgagee did give due and proper notice of the foreclosure of said
mortgage by publication in the Shelby County Reporter, a newspaper of
general circulation published in Shelby County, Alabama, in its issues
of April 1, 8 and 15, 1982.

WHEREAS, on the 23rd day of April , 1982, being the day
on which the foreclosure sale was due to be held under the terms of
said notice between the legal hours of sale, said foreclosure was duly

Return to:
Wade Morton

and properly conducted and said mortgagee did, in strict compliance with the power of sale contained in said mortgage, offer for sale at public outcry in front of the Shelby County Courthouse front door in the City of Columbiana, Shelby County, Alabama, the real estate hereinafter described; and,

WHEREAS, the undersigned, Wade H. Morton, Jr., was the auctioneer, agent and attorney-in-fact who conducted said foreclosure sale and was the person conducting said sale for the said Merchants & Planters Bank; and,

WHEREAS, the highest and best bid for said real estate described in said mortgage was the bid of Merchants & Planters Bank in the amount of Twenty Seven Thousand Three Hundred Thirty Seven and 43/100 (\$27,337.43) Dollars, which sum of money Merchants & Planters Bank offered as credit on the indebtedness secured by said mortgage, and said real estate was thereupon sold to Merchants & Planters Bank.

NOW THEREFORE, in consideration of the premises and a credit in the amount of Twenty Seven Thousand Three Hundred Thirty Seven and 43/100 (\$27,337.43) Dollars on the indebtedness secured by said mortgage, the said Merchants & Planters Bank, by and through Wade H. Morton, Jr., as auctioneer conducting said sale and as attorney-in-fact for Merchants & Planters Bank and Billy G. Harris and wife, Jimmie Harris, respectively, and by and through Wade H. Morton, Jr., as auctioneer conducting said sale, does hereby grant, bargain, sell and convey unto the said Merchants & Planters Bank, Montevallo, Alabama, a banking corporation, the following described real estate 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.

TO HAVE AND TO HOLD the above described real estate unto the said Merchants & Planters Bank, its successors and assigns forever, together with the hereditaments and appurtenances thereto belonging; subject, however, to the statutory right of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws of Alabama and to all easements, restrictions and rights-of-way of record and current taxes.

IN WITNESS WHEREOF, the said Merchants & Planters Bank, and Billy G. Harris and wife, Jimmie Harris, have caused this instrument to be executed by and through Wade H. Morton, Jr., as auctioneer conducting said sale and as attorney-in-fact for all parties separately, and Wade H. Morton, Jr., as auctioneer conducting said sale and as attorney-in-fact for each of said parties, has hereto set his hand and seal on this the 23rd day of April, 1982.

BILLY G. HARRIS and wife,
JIMMIE HARRIS

MERCHANTS & PLANTERS BANK, Montevallo
Alabama, a banking corporation

BY: Wade H. Morton, Jr. (SEAL)
Wade H. Morton, Jr., as
Auctioneer and
Attorney-in-Fact

BY: Wade H. Morton, Jr. (SEAL)
Wade H. Morton, Jr., as
Auctioneer and
Attorney-in-Fact

Wade H. Morton, Jr. (SEAL)
Wade H. Morton, Jr., as
Auctioneer Conducting said Sale

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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wade H. Morton, Jr., whose name as Auctioneer is signed to the foregoing conveyance, and who signed the name of Billy G. Harris and wife, Jimmie Harris, to the above conveyance, and also signed the name of Merchants & Planters Bank, a corporation, 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 executed the same voluntarily on the day the same bears date, as the action of himself as Auctioneer and the person conducting the same for the said mortgagee, with full authority, for and as the act of said corporation, and as the actions of the said Billy G. Harris and wife, Jimmie Harris mortgagors, in the mortgage referred to in the foregoing deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 23rd day of April, 1982.

Jackie D. Brasher
Notary Public

EXHIBIT "A" TO MORTGAGE FORECLOSURE DEED

Commence at the Northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 22 South, Range 4 West, Shelby County, Alabama, and run in a Westerly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 495.0 feet; thence turn an angle of 80 deg. 25' to left for a distance of 230.0 feet to point of beginning; thence turn an angle of 1 deg. 08' to left for a distance of 256.94 feet to a point on the North right-of-way of a paved county road; thence turn an angle to 116 deg. 14' to left and continue along the North right-of-way line of said county road for a distance of 120.0 feet; thence turn an angle of 80 deg. 35' to left and run along the West line of a gravel road for a distance of 209.8 feet; thence turn an angle of 69 deg. 16' to left for a distance of 47.0 feet to point of beginning. Minerals and mining rights excepted.

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

1982 APR 23 PM 12:18

Foreclosure
Thomas G. Snowden, Jr.
JUDGE OF PROBATE

Rec. 6.00
Ind. 1.00

7.00