

KNOW ALL MEN BY THESE PRESENTS that whereas, heretofore on to-wit: the 6th day of September, 1980, BERNIE W. COGGINS, AN UNMARRIED MAN, executed a certain mortgage on the property hereinafter described to THE FIRST BANK OF ALABASTER, which said mortgage is recorded in Mortgage Book 405, at Page 553-554; the 20th day of July, 1978, BERNIE W. COGGINS AND WIFE, KAY COGGINS, executed a certain mortgage on the property hereinafter described to THE FIRST BANK OF ALABASTER, which said mortgage is recorded in Mortgage Book 380 Page 929-930; the 19th day of December, 1978, BERNIE W. COGGINS AND WIFE, KAY COGGINS, executed a certain mortgage on the property hereinafter described to THE FIRST BANK OF ALABASTER, which said mortgage is recorded in Mortgage Book 387 Page 47-48, in the Office of the Judge of Probate 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 in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some newspaper published in Shelby County, Alabama, a newspaper published in said City by publication once a week for three 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 it is the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said THE FIRST BANK OF ALABASTER 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, in its issues of 6/24/82, 7/01/82 and 7/08/82, and

WHEREAS, on the 12th day of July, 1982, 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 THE FIRST BANK OF ALABASTER did offer for sale and sell at public outcry, in front of the Courthouse door in Columbiana, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, COURTNEY H. MASON, JR., was the Auctioneer who conducted said sale for the said THE FIRST BANK OF ALABASTER, and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of THE FIRST BANK OF ALABASTER in the amount of \$ 37,500.00, which sum of money THE FIRST

BANK OF ALABASTER offered to credit on the indebtedness secured by said mortgage said property was thereupon sold to  
THE FIRST BANK OF ALABASTER

NOW, THEREFORE in consideration of the premises and of a credit in the amount of \$37,500.00, on the indebtedness secured by said mortgage, the said THE FIRST BANK OF ALABASTER, by and through COURTNEY H. MASON, JR., as Auctioneer conducting said sale and as Attorney in Fact for BERNIE W. COGGINS, a single man, and BERNIE W. COGGINS AND WIFE, KAY COGGINS, and the said COURTNEY H. MASON, JR. as the Auctioneer conducting said sale, do hereby grant, bargain, sell and convey unto the said  
THE FIRST BANK OF ALABASTER

the following described property situated in the County of Shelby, State of Alabama, to-wit:

Commence at the northwest corner of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 35, Township 21 South, Range 3 West; thence run south along the West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section 70.15 feet to the centerline of Shelby County Road #24 (80' R/W); thence turn left 80 deg. 48 min. 30 sec. and run easterly and along said centerline 261.94 feet; thence turn right 104 deg. 19 min. 30 sec. and run southwesterly 41.28 feet to the southerly right-of-way line of Shelby County Road #24 (80' R/W); thence turn left 104 deg. 19 min. 30 sec. and run easterly and along said right-of-way line 113.79 feet to the point of beginning; thence continue along last described course 309.73 feet; thence turn right 103 deg. 15 min. 30 sec. and run southwesterly 192.38 feet; thence turn right 76 dg. 48 min. and run westerly 213.59 feet; thence turn right 74 deg. 23 min. 57 sec. and run northwesterly 194.13 feet to the point of beginning. Containing 1.12 acres. Less and except that portion of said land along the Eastern boundary of said property lying within a 20 foot road easement.

TO HAVE AND TO HOLD the above described property unto  
THE FIRST BANK OF ALABASTER, it's successors

~~his heirs, assigns and assigns forever~~ 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.

IN WITNESS WHEREOF, Bernie W. Coggins, a single man and Bernie W. Coggins and wife, Kay Coggins, has caused this instrument to be executed by and through COURTNEY H. MASON, JR., as Auctioneer conducting said sale, and as Attorney in Fact and COURTNEY H. MASON, JR., as Auctioneer conducting said sale, has hereto set his hand and seal on this the 12th day of July, 1982.

THE FIRST BANK OF ALABASTER

BY: 

Courtney H. Mason, Jr. -  
As Auctioneer and Attorney in Fact

BY: 

Courtney H. Mason, Jr. -  
As Auctioneer conducting said sale.

STATE OF ALABAMA)  
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Courtney H. Mason, Jr., whose name as Auctioneer and Attorney in Fact for The First Bank of Alabaster, 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 said 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, this the 12th day of July, 1982.

*Judith Z. Walton*  
Notary Public

STATE OF ALABAMA)  
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Courtney H. Mason, Jr., whose name as 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, in his capacity as Auctioneer, executed the same voluntarily and with full authority, on the day the same bears date.

Given under my hand and official seal, this the 12th day of July, 1982.

*Judith Z. Walton*  
Notary Public

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ALABAMA SHELBY CO.  
COURTNEY H. MASON, JR.  
WAS FILED

1982 JUL 15 AM 8:34

*F. R. A. Johnson, Jr.*  
JUDGE OF PROBATE

Rec. # 58

Ind. 1.00

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