

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS FORECLOSURE DEED made this 7th day of September, 1982, between CHARLIE GEORGE MILLER and wife, ADA N. MILLER, Parties of the First Part, and THE LOMAS & NETTLETON COMPANY, Party of the Second Part;

W I T N E S S E T H :

WHEREAS, the said CHARLIE GEORGE MILLER and wife, ADA N. MILLER, heretofore executed to ROBINSON MORTGAGE COMPANY, INC., herein called the Mortgagee, a certain mortgage dated January 19, 1971, and recorded in Mortgage Book 315, Page 880, Probate Records of Shelby County, Alabama, which conveyed the hereinafter described property to secure the indebtedness evidenced by a note, payable in installments, therein described; and

WHEREAS, the Mortgagee has granted, bargained, sold, conveyed and assigned the said mortgage and the indebtedness thereby secured and the property therein described to the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, by assignment recorded in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the SECRETARY OF HOUSING AND URBAN DEVELOPMENT has granted, bargained, sold, conveyed and assigned the said mortgage and the indebtedness thereby secured and the property therein described to the Party of the Second Part, by assignment dated June 3, 1982, and recorded July 23, 1982, in Volume 45, Page 999, Probate Records of Shelby County, Alabama, and the Party of the Second Part was the owner thereof at the time of the sale hereinafter mentioned; and

WHEREAS, the said mortgage provides that if said indebtedness or any part thereof should remain unpaid at maturity, then the whole of said indebtedness shall at once become due and payable and said mortgage be subject to foreclosure, and further provides that in the event of any such default the Mortgagee shall have the authority to sell said property before the Courthouse Door in the City of Columbiana, County of Shelby, State of Alabama, at public outcry for cash after first giving notice by publication once a week for three successive weeks of the time, place and terms of said sale in some newspaper of general circulation published in Shelby County, Alabama, and further provides that in the event of any such sale the person conducting such sale shall have power and authority to execute a deed to the purchaser of said property at such sale, and

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The Lomas & Nettleton Co.

Further provides that the Mortgagee or its assigns may bid and become the purchaser at such sale of the property therein; and

WHEREAS, parts of said indebtedness remained unpaid at the respective maturities thereof, and the whole of said indebtedness thereupon became due and payable, and default was made in payment thereof, and the Party of the Second Part thereafter gave notice by publication in The Shelby County Reporter, a newspaper of general circulation and published in Columbiana, Shelby County, Alabama, on the 5th day of August, 1982, and the 12th day of August, 1982, and the 19th day of August, 1982, that it would sell the hereinafter described property before the front door of the Shelby County Courthouse at Columbiana, Alabama, at public outcry to the highest bidder for cash, within the legal hours of sale on the 7th day of September, 1982; and

WHEREAS, the said sale was held at the time and place stated in said notice which was published in the said issues of The Shelby County Reporter, and Party of the Second Part became the purchaser of the hereinafter described property at and for the sum of \$18,456.11 cash, which was the highest, best, and last bid therefor; and

WHEREAS, the undersigned, Conrad M. Fowler, Jr., conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by the party of the Second Part;

NOW THEREFORE, IN consideration of the premises the Parties of the First Part and the Party of the Second Part, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto the said THE LOMAS & NETTLETON COMPANY, the following described real property situated in Shelby County, Alabama, to-wit:

Lot 12, according to the Survey of Goldwire, as recorded in Map Book 5, Page 59, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said THE LOMAS & NETTLETON COMPANY, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said THE LOMAS & NETTLETON COMPANY, under and by virtue of the power and authority contained in the aforesaid mortgage.

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IN WITNESS WHEREOF, the said THE LOMAS & NETTLETON COMPANY, and CHARLIE GEORGE MILLER and wife, ADA N. MILLER, have hereunto set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the day and year first above written.

By: Conrad M. Fowler Jr
As Attorney-in-Fact and Auctioneer

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Conrad M. Fowler, Jr. whose name as attorney-in-fact and auctioneer for The Lomas & Nettelton Company, and Charlie George Miller and wife, Ada N. Miller, 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 auctioneer, executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of October, 1982.

Janice E. Culver
Notary Public
My Commission Expires: 7-16-83

THIS INSTRUMENT PREPARED BY:
ARTHUR M. STEPHENS
STEPHENS, MILLIRONS & HARRISON, P.C.
333 Franklin Street
Huntsville, Alabama

Please return original to:
Foreclosure Department

✓ The Lomas & Nettleton Company
P. O. Box 62921
Virginia Beach, VA 23462

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

1982 OCT -4 PM 1:56

Foreclosure
Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec 4.50
Ind 1.00
5.50

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