

## 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 Bess C. Costanza, hereinafter referred to as "mortgagor", to Trimm Realty Co., Inc., hereinafter referred to as "mortgagee", and recorded in Mortgage Book 410, page 197, 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 thirty 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, mortgagee 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 March 17, March 24, March 31, 1983; 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 7th day of April, 1983, and at said sale, said real estate was purchased by Trimm Realty Co., Inc. for the sum of Sixteen thousand two hundred fifty-five and 36/100 (\$16,255.36) Dollars 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 the above bid sum, by crediting the same upon the mortgaged indebtedness secured by said mortgage, said mortgagor and said mortgagee and Lew Garrison, as Auctioneer, do hereby grant, bargain, sell and convey unto the said Trimm Realty Co., Inc., hereinafter referred to as grantee, the following described real estate lying and situated in Shelby County, Alabama, to-wit:

Lot 10, Block 2, according to the  
Survey of Indian Hills, Second Sector, 1st  
Addition as Recorded in Map Book 5,  
Page 7 in the Probate Office of  
Shelby County, Alabama.

TO HAVE AND TO HOLD the above described premises  
unto the said grantee and grantee's heirs and assigns,  
forever.

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*Carly H...*

IN WITNESS WHEREOF, said mortgagor and said mortgagee, acting by and through Lew Garrison, Attorney in Fact and Auctioneer, and Lew Garrison, Attorney in Fact, have hereunto set their hands and seals on this the 7th day of April, 1983.

TRIMM REALTY CO., INC. and  
BESS C. COSTANZA

By *Lew Garrison*  
Attorney in Fact and Auctioneer

LEW GARRISON  
By *Lew Garrison*  
Auctioneer

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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 Lew Garrison 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 7th day of April, 1983.

*Dorothy Jackson*  
Notary Public

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1983 APR -7 PM 3:55  
*Foreclosure Deed*  
*James A. Snowden, Jr.*  
JUDGE OF PROBATE

*Recd* 3.00  
*Ind* 1.00  
4.00