

FORECLOSURE DEED

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS:

That, default having been made in the payment of indebtedness secured by a first mortgage on the following described land, which mortgage was executed by Louie E. Cosby & wife, Irma Cosby, & Louie E. Cosby, II & wife Debra J. Cosby on the 14th day of June, 1979, and recored in Mortgage Book 392, Page 788, in the Probate Office of Shelby County, Alabama. Said mortgage was assumed by Mario F. Cordova and Mary Carolyn Cordova by that certain Assumption of Mortgage dated September 16, 1981, and recorded in Miscellaneous Book 42, Page 181 in the Probate Office of Shelby County, Alabama. On May 18, 1984, subsequent to default in said mortgage, First National Bank of Columbiana purchased said mortgage for cash from Central State Bank. Central State Bank assigned said mortgage to said First National Bank of Columbiana by that certain Assignment of Mortgage dated May 18, 1984, and recorded in Miscellaneous Book 56, Page 764, in the Probate Office 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 for cash after giving twenty-one days notice by publication once a week for three consecutive weeks of the time, terms and place of said sale in a mortgage after maturity or default of the same; and

WHEREAS, First National Bank of Columbiana did cause notice of the time, place and terms of sale of said real estate to be given in full compliance with the laws of the State of Alabama, in The Shelby County Reporter in the issues of said paper published in Shelby County, Alabama, on May 31, June 7, and June 14, 1984; and

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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 23rd day of June, 1984, and at said sale, said real estate was purchased by First National Bank of Columbiana for the sum of Fifty-Eight Thousand Seven Hundred Twenty-Five & 52/100 (\$58,725.52) 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 Fifty-Eight Thousand Seven Hundred Twenty-Five & 52/100 (\$58,725.52) dollars by crediting the same upon the mortgaged indebtedness secured by said mortgage, said William T. Harrison as Auctioneer, do hereby grant, bargain, sell and convey unto to the said First National Bank of Columbiana, the following described real estate lying and situated in Shelby County, Alabama, to-wit:

Lot 6, Block 4, according to Applecross, a Subdivision of Inverness as recorded in Map Book 6, Page 42A & B in the Probate Office of Shelby County, Alabama.

Subject to: Restrictive Covenants dated July 29, 1974, recorded in Miscellaneous Book 10, Page 557, in the Probate Office of Shelby County, Alabama. Declaration of Protective Covenants for Applecross, a Subdivision of Inverness, dated March 4, 1975, recorded in Miscellaneous Book 10, Page 515 and amended in Miscellaneous Book 13, Page 154 and in Miscellaneous Book 17, Page 183, all in said Probate Office, Minerals and mining rights excepted.

TO HAVE AND TO HOLD the above described premises unto the said First National Bank of Columbiana, and their heirs and assigns, forever.

IN WITNESS WHEREOF, said First National Bank of Columbiana acting by and through William T. Harrison, Attorney in Fact and Auctioneer, and William T. Harrison, Attorney in Fact, have hereunto set their hands and seals on this the 26th day of June, 1984.

BY: *William T. Harrison*
Attorney in Fact and Auctioneer

BY: *William T. Harrison*
Auctioneer

STATE OF ALABAMA
COUNTY OF SHELBY

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.

Given under my hand and official seal this the 27th, day of June, 19.84

Patricia L. Lowe
Notary Public
My Commission Expires June 2, 1987

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
Gore closure
1984 JUN 27 PM 3:59

Rec. 450
1.00

550

Thomas H. Harrison, Jr.
JUDGE OF PROBATE

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