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CORRECTIVE FORECLOSURE DEED

STATE OF ALABAMA

COUNTY OF SHELBY

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 Avery L. Hurt and wife, Kathryn D. Hurt and Elizabeth Hurt and Phyllis H. Hammond to First National Bank of Columbiana, and recorded in Mortgage Book 450, Page 170, 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 twenty-one days notice by publication once a week for three consecutive weeks, of the time, place and terms of said sale 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, 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 January 17th, January 24th, and January 31st, 1985.

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 9th day of February, 1985, and at said sale, said real estate was purchased by First National Bank of Columbiana for the sum

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of \$5498.35, 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 \$5498.35 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:

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All that part of the NW 1/4 of NW 1/4 of Section 8, Township 22 South, Range 1 East which lies West of Montgomery Road EXCEPT that part conveyed to Arthur Atkinson by deed recorded in Deed Book 134, Page 430, in the Probate Office of Shelby County, Alabama. Said exception being more particularly described as follows: Beginning at the Southwest corner of said Northwest Quarter of the Northwest Quarter, and run thence North 3 deg. 20 min. West a distance of 941.3 feet to an iron stob; run thence North 86 degrees and 35 min. East a distance of 557.8 feet to the right of way of the Montgomery public road; run thence South 33 deg. 30 min. West 81 feet; run thence South 20 deg. 21 min. West 444.4 feet; run thence South 17 deg. 50 min. West 503.2 feet to the South line of said forth; run thence South 86 deg. 35 min. West a distance of 138.8 feet to the point of beginning and containing 7 acres; ALSO LESS AND EXCEPT that portion described as follows: Beginning at the NW corner of Section 8, Township 22 South, Range 1 East run South along the West boundary of said Section a distance of 380.67 feet; thence left 91 deg. 00 min. a distance of 150.00 feet; thence left 89 deg. 00 min. a distance of 380.67 feet; thence left 91 deg. 00 min. a distance of 150.00 feet to the point of beginning. Situated in the NW 1/4 of the NW 1/4 Section 8, Township 22 South, Range 1 East, Shelby County, Alabama.

ALSO EXCEPT a road easement described as follows: Commence at the NW corner of Section 8, Township 22 South, Range 1 East; thence run South along the West boundary of said Section a distance of 380.67 feet, thence left 91 deg. 00 min. a distance of 150.00 feet to the point of beginning; thence continue in a straight line a distance of 355.30 feet to the right of way line of Shelby County Highway No. 61; thence left 41 deg. 16 min. a distance of 45.5 feet; thence left 138 deg. 44 min. a distance of 389.37 feet; thence left 89 deg. 00 min. a distance of 30.00 feet to the point of beginning. Situated in Shelby County, Alabama.

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 12th day of March, 1985.

BY:

*William T. Harrison*  
Attorney in Fact and 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 13<sup>th</sup> day of March, 1985.

*Betty Carter*  
Notary Public

My Commission Expires March 30, 1988

THIS DEED IS EXECUTED FOR THE PURPOSE OF CORRECTING THAT CERTAIN FORECLOSURE DEED EXECUTED ON THE 12th DAY OF FEBRUARY, 1985 AND RECORDED IN REAL BOOK 017, PAGE 976, IN THE OFFICE OF JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

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

1985 MAR 13 PM 3:46

*Thomas A. Anderson, Jr.*  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>8.50</u>