

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 Donald N. Cole and wife, Terry Jeanette Cole to First National Bank of Columbiana, and recorded in Mortgage Book 424, Page 576, 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 April 11th, April 18th, and April 25th, 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 27th day of April, 1985, and at said sale, said real estate was purchased by First National Bank of Columbiana for the sum of \$57,978.38,

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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 \$57,978.38 by crediting the same upon the mortgaged indebtedness secured by said mortgage, said William T. Harrison as Auctioneer, does 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:

Commence at the Northeast corner of the NW 1/4 of the SE 1/4, Section 4, Township 20 South, Range 1 West, thence run South along the East line of said 1/4-1/4 section a distance of 193.00 feet to the point of beginning; thence continue South along the East line of said 1/4-1/4 section a distance of 14.26 feet to the center of the old Birmingham-Columbiana Road; thence turn and angle of 122 degrees 58 minutes 54 seconds to the right and run along said road a distance of 265.91 feet to the Southeast right-of-way of Shelby County Highway No. 39; thence turn an angle of 115 degrees 44 minutes 31 seconds to the right and run along said highway right-of-way a distance of 66.97 feet; thence turn an angle of 2 degrees 11 minutes 45 seconds to the left and continue along said highway right-of-way a distance of 48.52 feet; thence turn an angle of 1 degrees 50 minutes 28 seconds to the left and continue along said highway right-of-way a distance of 25.00 feet; thence turn an angle of 83 degrees 22 minutes 48 seconds to the right and run a distance of 276.83 feet; thence turn an angle of 131 degrees 29 minutes 21 seconds to the right and run a distance of 80.00 feet to the point of beginning. Situated in the SW 1/4 of the NE 1/4 and the N 1/2 of the SE 1/4 Section 4, Township 20 South, Range 1 West, Shelby County, Alabama and containing 0.60 acres. 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 30th day

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of April, 1985.

BY:

*William T. Harrison*  
Attorney in Fact &  
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 30th day of April, 1985.

*Betty Horton*  
Notary Public

My Commission Expires March 30, 1988



BOOK

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

1985 APR 30 PM 3:44

*Foreclosure*  
*William T. Harrison*  
JUDGE OF PROBATE

*Rec* 7.50  
*Jud* 1.00  
8.50