

1217  
MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA )  
 )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS: That, whereas, on the 2nd day of April, 1981, Clifford L. Childers and wife Ava L. Childers, hereinafter referred to as "Mortgagor," executed a mortgage on the real estate hereinafter described to Jefferson Federal Savings & Loan Association of Birmingham, hereinafter referred to as "Mortgagee", securing an indebtedness of \$35,000.00, which mortgage is recorded in Mortgage Record 411, Page 276, et seq., in the Office of the Judge of Probate of Shelby County, Alabama, which mortgage was, together with the indebtedness secured thereby and the note evidencing the same, duly assigned and transferred to Central Bank of the South f/k/a Central Bank of Birmingham, acting as Trustee under a certain Trust Indenture with the Alabama Housing Finance Authority, hereinafter referred to as "Trustee", by instrument dated the 2nd day of April, 1981, and recorded on the 6th day of April, 1981, in Real Property Book 40, Page 171 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, said mortgage by its terms provided that if the Mortgagor failed to pay the indebtedness secured by said mortgage according to the terms of said mortgage that the whole indebtedness secured thereby would, at the option of the Mortgagee, or any assignee or transferee of the Mortgagee, without notice, become immediately due and payable and subject to foreclosure; and

WHEREAS, said mortgage by its terms authorized and empowered the Mortgagee, or any assignee or transferee of the Mortgagee, in case of default in the payment of the indebtedness secured by said mortgage, to sell said real estate, on the steps of the courthouse in the county where said real estate is located, at public outcry, for cash, to the highest bidder, after giving notice of the time, place, and terms of the sale by publication once a week for three consecutive weeks prior to the sale in some

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newspaper published in the county where said real estate is located; and

WHEREAS, said mortgage by its terms provided that the Mortgagee, or any assignee or transferee of the Mortgagee, may bid at the sale and purchase said real estate, if the highest bidder therefore; and

WHEREAS, default was made in the payment in the indebtedness secured by the mortgage and the Trustee did declare all the indebtedness secured by the mortgage due and payable, and did give due and proper notice of the foreclosure of the mortgage and the sale of said real estate by sending a notice of mortgage foreclosure sale stating the time, place, and terms of sale together with a description of the real estate to be sold to each Mortgagor by regular mail and by certified mail, return receipt requested, at each Mortgagor's last known address, and by publishing in a newspaper of general circulation in the county where said real estate is located, for three consecutive weeks prior to sale, a notice of mortgage foreclosure sale stating the time, place, and terms of sale together with a description of the real estate to be sold, all in compliance with applicable law and the terms of said mortgage and the power of sale contained in said mortgage; and

WHEREAS, on the 23rd day of May, 1985, the day on which the sale was due to be held, in accordance with the terms of said mortgage and the Notice of Mortgage Foreclosure Sale, between the legal hours sale, the foreclosure sale was duly and properly conducted on the steps of the courthouse for the county in which said real estate is located, and the Trustee, by and through the undersigned, its duly authorized agent and auctioneer, then and there did offer for sale and sell at public outcry, for cash, to the highest bidder, said real estate; and

WHEREAS, the highest and the best bid for cash obtained for said real estate was the bid of Central Bank of the South, as Trustee for the Alabama Housing Finance Authority, in the amount of Thirty-Six Thousand Seven Hundred Eighty-Nine and 20/100 DOLLARS (\$36,789.20), which sum the Trustee offered to credit on the indebtedness secured by said mortgage, said real estate was

thereupon sold to Central Bank of the South, as Trustee for the Alabama Housing Finance Authority; and

WHEREAS, the said mortgage by its terms expressly authorized and empowered the Mortgagee or any assignee or transferee thereof, through its duly authorized agent or auctioneer in the case of sale under the power of sale contained in said mortgage, to execute to the purchaser at the sale pursuant to foreclosure, a deed to said real estate; and

WHEREAS, the undersigned was the duly authorized agent and auctioneer for the Trustee to conduct the sale and was the person conducting the sale;

NOW, THEREFORE, in consideration of the premises and of a credit of Thirty-Six Thousand Seven Hundred Eighty-Nine and 20/100 DOLLARS (\$36,789.20), on the indebtedness secured by said mortgage, the Trustee, by and through the undersigned, its duly authorized agent and auctioneer for the Trustee as the person conducting the sale, and the undersigned as agent and auctioneer and the person conducting the sale, do hereby GRANT, BARGAIN, SELL, and CONVEY unto Central Bank of the South, as Trustee for the Alabama Housing Finance Authority, the highest bidder at said sale, the following described real estate situated in Shelby County, Alabama, to-wit:

A tract of land situated in the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 19, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the SW intersection of Park Avenue and Park Street as located on the map of Thomas Addition to the Town of Aldrich, Alabama, as recorded in Map Book 3, Page 52, in the Office of the Judge of Probate, Columbiana, Alabama; thence run in a southwesterly direction along the south line of Park Avenue a distance of 220.31 feet to the point of beginning; thence continue in the same direction along the south line a distance of 256.00 feet; thence turn an angle of 81 deg. 51' to the left and run a distance of 60.00 feet; thence turn an angle of 85 deg. 00' to the left and run a distance of 95.00 feet; thence turn an angle of 85 deg. 00' to the right and run a distance of 40.00 feet; thence turn an angle of 84 deg. 30' to the left and run a distance of 166.35 feet; thence turn an angle of 97 deg. 55' 43" and run a distance of 160.65 feet to a point on the south line of Park Avenue and the point of beginning; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto said highest bidder, its successors and assigns, forever, subject, however, to all easements and restrictions of record and to the

statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed by and through the undersigned, its duly authorized agent and auctioneer and the person conducting the sale, and the undersigned in his capacity as agent and auctioneer of the Trustee and as the person conducting the sale, has executed this instrument on this the 23rd day of May, 1985.

Central Bank of the South,  
as Trustee for the Alabama  
Housing Finance Authority,  
Trustee

By T. Dudley Perry, Jr.  
T. Dudley Perry, Jr., Agent and  
Auctioneer for the Trustee and  
the Person Conducting the Sale.

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STATE OF ALABAMA

Shelby

COUNTY

I, Nathalie S. Hamilton, a Notary Public in and for said State and County, hereby certify that T. Dudley Perry, Jr., whose named as Agent and Auctioneer for the Trustee and as the person conducting the sale 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, in his capacity as Agent and Auctioneer and the person conducting the sale, and with full authority, executed this instrument voluntarily on the day the same bears date.

Given under my hand and official seal this the 23 day of May, 1985.

Nathalie S. Hamilton  
Notary Public  
My Commission Expires: August 31, 1988

THIS INSTRUMENT PREPARED BY:

Perry, Ritchie & Rediker  
Suite 111, One Court Square  
Montgomery, Alabama 36104

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

1985 MAY 23 PM 2:08

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>16.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>17.00</u>

