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BOOK 049 PAGE 575

WHEREAS, said mortgages and the indebtedness secured thereby are and were as of the date upon which this foreclosure proceeding was instituted, and are and were as of the date upon which the foreclosure deed was executed and delivered, the sole property of said Mortgagee; and,

WHEREAS, in and by said mortgages said Mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell all or any part of the real property conveyed by said mortgages in front of the Shelby County Courthouse front door in the City of Columbiana, Shelby County, Alabama, after giving twenty-one days notice of the time, place and terms of said sale, by publication once a week for three consecutive weeks prior to said sale in some newspaper published in Shelby County, Alabama, such sale to be at public outcry for cash, to the highest bidder, and said mortgages provided that in case of sale under the power and authority contained in said mortgages the Mortgagee or any person conducting said sale for the Mortgagee might bid at the same and purchase said property if the highest bidder therefor; and,

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of said mortgages; and,

WHEREAS, said Mortgagee did give due and proper notice of the foreclosure of said mortgages against all of the real property conveyed thereby, as is hereinafter described, by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of October 24, 31 and November 7, 1985; and,

WHEREAS, on the 15th day of November, 1985 at approximately 12:00 o'clock noon, being the day and approximate time on which the foreclosure sale was scheduled to be held under the terms of said notice between the legal hours of sale, said foreclosure was duly and properly conducted and said Mortgagee did, in strict compliance with the power of sale contained in said mortgage, offer for sale at public outcry to the highest bidder for cash in front of the Shelby County Courthouse front door in the City of Columbiana, Shelby County, Alabama, all of the real property conveyed by said mortgages, as is hereinafter described, and against which said Mortgagee held a first lien; and,

WHEREAS, the undersigned, Wade H. Morton, Jr., was the auctioneer, agent and attorney-in-fact who conducted said foreclosure sale and was the person conducting said sale for the said Central State Bank; and,

WHEREAS, the last, highest and best bid for said real property described in said mortgage was the bid of Central State Bank in the amount of Two Thousand Five Hundred & No/00 (\$2,500.00 ) Dollars, which sum of money Central State Bank offered as a credit toward only part of the total indebtedness secured by said mortgages, and said real property was thereupon sold to Central State Bank.

NOW THEREFORE, in consideration of the premises, and a credit in the amount of Two Thousand Five Hundred and No/100 (\$2,500.00 ) Dollars toward part of the indebtedness secured by said mortgages CENTRAL STATE BANK, by and through Wade H. Morton, Jr., as auctioneer conducting said sale and as attorney-in-fact for Central State Bank, SAMUEL LEWIS BRYANT and ELOUISE B. BRYANT, respectively, and by and through Wade H. Morton, Jr., as auctioneer conducting said sale, does hereby grant, bargain, sell and convey unto the said Central State Bank, a corporation, the following described real property situated in Shelby County, Alabama, together with all improvements thereon and appurtenances thereto, to-wit:

Lot 9, in Block B, according to Map of Liberty Heights, Helena, Alabama, as recorded in Map Book 3, at Page 26, in the Office of the Judge of Probate of Shelby County, Alabama. Mineral and mining rights excepted.

TO HAVE AND TO HOLD the above described real estate unto the said Central State Bank, Calera, Alabama, a banking corporation, together with the hereditaments and appurtenances thereto belonging; subject, however, to: (1) The statutory right of redemption from said foreclosure sale on the part of those entitled to redeem, as provided by the laws of Alabama; (2) all easements, restrictions and rights-of-way of record in the Office of the Judge of Probate of Shelby County, Alabama; (3) all minerals of every kind and character not owned by said Mortgagors in, on, and under the above described real property, and, (4) taxes for 1986 and subsequent years.

IN WITNESS WHEREOF, the said Central State Bank, Samuel Lewis Bryant and wife, Elouise B. Bryant, have caused this instrument to be executed by and through Wade H. Morton, Jr., as auctioneer conducting said sale and as attorney-in-fact for all parties separately, and Wade H. Morton, Jr., as auctioneer conducting said sale and as attorney-in-fact for each of said parties, has hereto set his hand and seal on this the 15th day of November, 1985.

SAMUEL LEWIS BRYANT and ELOUISE B. BRYANT

BY:

Wade H. Morton, Jr., as  
Auctioneer and  
Attorney-in-Fact

(SEAL)

CENTRAL STATE BANK, Calera,  
Alabama, a banking corporation

BY:

Wade H. Morton, Jr., as  
Auctioneer and  
Attorney-in-Fact

Wade H. Morton, Jr., as  
Auctioneer Conducting said  
Sale

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wade H. Morton, Jr., whose name as Auctioneer is signed to the foregoing conveyance, and who signed the name of Samuel Lewis Bryant and Elouise B. Bryant to the above conveyance, and also signed the name of Central State Bank, Calera, Alabama, a banking corporation, 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 executed the same voluntarily on the day the same

bears date, as the action of himself as Auctioneer and the person conducting the same for the said Mortgagee, with full authority, for and as the act of said corporation, and as the actions of the said Samuel Lewis Bryant and wife, Elouise B. Bryant, Mortgagors, in the mortgage referred to in the foregoing deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 15th day of November, 1985.

*Wade H. Morton*  
Notary Public

CERTIFICATE OF MORTGAGEE

My Commission Expires August 4, 1987

The undersigned Central State Bank, Calera, Alabama, a banking corporation, does hereby certify that Wade H. Morton, Jr., who acted as auctioneer and attorney-in-fact in making the sale and conveyance evidenced by the foregoing foreclosure deed, was duly appointed and directed by Central State Bank, Calera, Alabama, to act as auctioneer and attorney-in-fact for the purpose of making said sale and conveyance.

DATED this 15th day of November, 1985.

ATTEST:

CENTRAL STATE BANK

*Gene Henry*  
Its Secretary

BY:

*William M. Johnson*  
Its

President

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

1985 NOV 18 PM 2:38

*James W. Johnson, Jr.*  
JUDGE OF PROBATE

**RECORDING FEES**

Mortgage Tax	\$	_____
Deed Tax		_____
Mineral Tax		_____
Recording Fee		10.00
Index Fee		1.00
TOTAL	\$	11.00