

STATE OF ALABAMA)
SHELBY COUNTY)

This is a correction deed correcting that deed filed in Book 351, Page 166. This correction is for improper notice of foreclosure sale.

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Ronald Brasher and wife, Linda Brasher, did on the 22nd day of March, 1982, execute a mortgage to Jack F. Watts, Jr. and wife, Beverly Watts Bell, which said mortgage was recorded in Book 419 Page 190, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, in and by said mortgage, the said Ronald Brasher and wife, Linda Brasher agreed that should default be made in the payment of the indebtedness secured by said mortgage, or the interest thereon, when the same becomes due, or in the payment of any other sum which may be a charge upon the properties described in the mortgage under the terms thereof, then in either of said events, the whole of the indebtedness secured thereby should, at the election of the Mortgagees become due and payable, and the said Jack F. Watts, Jr. and, Beverly Watts Bell, their successors, agents, attorneys or assigns, were authorized and empowered to enter upon and take possession of the premises conveyed in said mortgage, and with or without taking possession of same, to sell the properties described in the said mortgage, in front of the Courthouse door of Shelby County, Alabama, at public sale to the highest bidder for cash, after giving notice of the time, place and terms of said sale by publication once a week for three (3) consecutive weeks in some newspaper published in Shelby County, Alabama, and make and execute title to the Purchaser, and apply the proceeds of said sale according to the terms of said mortgage; and

WHEREAS, default was made in the payment of the indebtedness due under and secured by the terms of said mortgage, and in the payment of the sums which were a charge upon the property, and the said Jack F. Watts, Jr. and Beverly Watts Bell did declare the whole of said indebtedness due and payable under the terms of said mortgage; and

WHEREAS, Jack F. Watts, Jr. and Beverly Watts Bell did advertise the foreclosure of the said mortgage and the sale of the property conveyed therein by publication once a week for three (3) consecutive weeks in

JAMES M. KENDRICK
ATTORNEY AT LAW
SUITE 800
CITY FEDERAL BUILDING
BIRMINGHAM, ALABAMA 35203

the Shelby County Reporter, a news, published in Shelby County, Alabama, viz, on the dates, October 3, 1985, October 10, 1985 and October 17, 1985, giving the time, place and terms of said sale; and

WHEREAS, the said Jack F. Watts, Jr. and Beverly Watts Bell did advertise that the said Mortgage Foreclosure Sale was set for October 28, 1985, by publication in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, viz on October 3, 1985, October 10, 1985, and October 17, 1985, giving the time, place and terms of said sale; and

WHEREAS, on the 28th day of October, 1985, during the legal hours of sale, according to the terms of said advertisement, said sale was held in front of the Courthouse door of Shelby County, Alabama, at _____ p.m., in strict conformity with the terms of the said mortgage, and the said Jack F. Watts, Jr. and Beverly Watts Bell did purchase said properties at and for the sum of Fourteen Thousand, Nine Hundred & Eleven & 36/100 Dollars, being the highest, best and only bidder at said sale, and being allowed by the terms of said mortgage to bid at said sale and become the purchaser, if the successful bidder thereat;

NOW, THEREFOR, in consideration of the premises and the further sum of One Dollar (\$1.00) in hand paid by Jack F. Watts, Jr. and Beverly Watts Bell to the undersigned, the receipt of which is upon the delivery of these presents hereby acknowledged, the said Jack F. Watts, Jr. and Beverly Watts Bell as Mortgagees, by James M. Kendrick, their duly authorized Agent and Auctioneer, in strict compliance with the terms of said mortgage, has granted, bargained and sold and by these presents does grant, bargain, sell and convey unto the said Jack F. Watts, Jr. and Beverly Watts Bell, the following described property, situated in Shelby County, Alabama:

Commence at the NE corner of SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 20, Range 1 West, run thence South along $\frac{1}{4}$ Section line a distance of 240 feet to point of beginning; run thence South along $\frac{1}{4}$ Section line a distance of 750 feet, turn right and run along line of Jack Watts property West a distance of 390 feet to a point; turn thence right and North parallel to $\frac{1}{4}$ Section line a distance of 780 feet to a point; turn thence East and parallel to $\frac{1}{4}$ Section line a distance of 390 feet to the point of beginning; situated in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 20, Range 1 West, Shelby County, Alabama.

TO HAVE AND TO HOLD, unto the said Jack F. Watts, Jr. and Beverly Watts Bell, their successors and assigns, as fully and completely

in all respects as the said Ronald Brasher and wife, Linda Brasher, could or ought to convey the same by reason of the Power of Attorney vested in him as Auctioneer and Agent of the said Jack F. Watts, Jr. and Beverly Watts Bell, under and by virtue of the terms of said sale.

WITNESS my hand and seal this the 28th day of October, 1985.

By:

James M. Kendrick
Auctioneer and Agent
James M. Kendrick
900 City Federal Bldg.
Birmingham, AL 35203

This deed was prepared by:

James M. Kendrick, Attorney at Law
900 City Federal Building
Birmingham, AL 35203

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that James M. Kendrick, whose name as Agent and Auctioneer of Jack F. Watts, Jr. and Beverly Watts Bell, as Mortgagees, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that being informed of the contents of the conveyance, he, in his capacity as such Auctioneer and Agent, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28th day of October, 1985.

Carol Ann Haygood
Notary Public

AUCTIONEER'S MEMORANDUM

I, James M. Kendrick, as Auctioneer or Agent and being duly authorized as such, I hereby certify that the below described property was sold at the Courthouse door of Shelby County, Alabama, on October 28, 1985 at 3:08 p.m. Further, the below described property was sold at public outcry during the legal hours of sale after publication for three (3) consecutive weeks in the Shelby County Reporter, a publication on general circulation in Shelby County, Alabama.

The property sold is located in Shelby County, Alabama, to wit:

Commence at the NE corner of SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 20, Range 1 West, run thence South along $\frac{1}{4}$ Section line a distance of 240 feet to point of beginning; run thence South along $\frac{1}{4}$ Section line a distance of 750 feet, turn right and run along line of Jack Watts property West a distance of 390 feet to a point; turn thence right and North parallel to $\frac{1}{4}$ Section line a distance of 780 feet to a point; turn thence East and parallel to $\frac{1}{4}$ Section line a distance of 390 feet to the point of beginning; Situated in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 20, Range 1 West, Shelby County, Alabama.

BOOK 049 PAGE 845

Said sale was made as a result of default in the monthly payments due under a mortgage executed by Ronald Brasher and wife, Linda Brasher to a Jack F. Watts, Jr. and Beverly Watts Bell, on March 22, 1982, and recorded in the Probate Office of Shelby County, Alabama, in Book 419, Page 190. Said sale was made in strict compliance with the mortgage and in the presence of the undersigned witness.

James M. Kendrick
Auctioneer and Agent

WITNESS:

X Wayne Jones
RT. 1, Box 670
WILSONVILLE, ALA
35186

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
Corrected
1985 NOV 20 AM 11:18
Foreclosure
Thomas P. [unclear]
JUDGE OF PROBATE

Rec 10.00
Ind 1.00
11.00