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FORECLOSURE DEED

State of Alabama)
County of Shelby)

Know all men by these presents that,

Whereas, on the 02 day of July 1979 Crumpton Enterprises, Inc. a corporation executed a certain mortgage to James L. Hollis, Jr., which mortgage appears of record in Mortgage Book 393, pages 531-2 in the office of the Judge of Probate in Shelby County, Alabama, and,

Whereas, it was provided by said mortgage that in the event the said Crumpton Enterprises, Inc. should fail to pay the indebtedness described in said mortgage, or any portion thereof, the entire debt secured by said mortgage should fall due at once, and the said James L. Hollis, Jr. is authorized and empowered, under the terms of said mortgage, to sell the property conveyed by said mortgage at auction, for cash, at public outcry, between the legal hours of sale, at the Courthouse Door, in the City of Columbiana, Alabama, by first giving notice thereof by publication once a week for three consecutive weeks in any newspaper published in Shelby County, and to execute proper conveyance to the purchaser; and

Whereas, default having been made in the payment of the indebtedness secured thereby, the entire debt secured by said mortgage has become due and payable; and

Whereas, James L. Hollis, the owner of said mortgage, did give notice by publication once a week for three consecutive weeks in the Shelby County Reporter, a newspaper published in the City of Columbiana, County of Shelby, State of Alabama, that he would, on the 2d day of December 1985, during the legal hours of sale, sell the property conveyed by said mortgage at auction for cash at the Courthouse door in the city of Columbiana, Alabama, and said sale was postponed until the 27th day of December 1985, and notice of said postponement was given by public outcry at the Courthouse door and by published notice in the Shelby County Reporter, and at said sale, James L. Hollis Jr. became the purchaser of said property at and for the sum of \$170,000.⁰⁰, being the highest bidder therefor; and,

Whereas, it was provided in said mortgage that James L. Hollis, Jr., his successors and assigns, in the event of such sale, might purchase the said property the same as if he were a stranger to the conveyance, and in the event of such purchase, the person acting as auctioneer and making said sale should execute a deed to such purchaser in the name of the said Crumpton Enterprises, Inc.

Now, therefore, in consideration of the premises, and of the payment of said purchase money by the said James L. Hollis, Jr., the receipt of which is hereby acknowledged, James L. Hollis, Jr., acting by and through Steven R. Sears, the person acting as auctioneer and making said sale as his duly authorized agent and attorney-in-fact, does hereby grant, bargain, sell and convey unto the said James L. Hollis, Jr. the real estate described in and conveyed by said mortgage, which is situated in the County of Shelby, Alabama, and is more particularly described as follows, to-wit:

Commence at the NW corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of §24, Twp 20S, R3W; run thence in an Easterly direction along the N line of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of §24, Twp 20S, R3W, for a distance of 808.01 feet to a point on the Easterly right-of way line of US Hwy 31S; thence turn an angle to the right of 98°52'34" and run in a Southwesterly direction along the Easterly ROW line of US Hwy 31S for a distance of 696.59 feet to a point, said point being the point of beginning; thence from point of beginning thus obtained, turn an angle to the left of 90° and run Southeasterly for a distance of 418.77 feet to a point; thence turn an angle to the right of 90° and run Southerly for a distance of 208.71 feet to a point; thence turn an angle to the right of 90° and run Westerly for a distance of 416.07 feet to a point on the Easterly ROW of US Hwy 31S, said point being on a curve to the right; thence turn an angle to the right of 89°15'18" to chord of said curve; thence run Northerly along arc of said curve for a distance of 208.72 feet (chord 208.72) to the point of beginning.

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James L. Hollis, Jr.
Box 507
Columbiana, Ala. 36825

Being the same property conveyed by James L. Hollis, Jr. and Dana Idol Hollis to Crumpton Enterprises, Inc. by a warranty deed dated 02 July 1979, and filed for record in the Office of Probate Judge, Shelby County Alabama on 09 July 1979 and recorded in Deed book 320, page 522.

To have and to hold unto the said James L. Hollis, Jr., his heirs and assigns forever.

In witness whereof, James L. Hollis, Jr., acting by and through Steven R. Sears, the person acting as auctioneer and conducting the sale as its attorney-in-fact, and the said Steven R. Sears, as such auctioneer and person making said sale has hereunto set his hand and seal, this the 27 day of December 1985.

Crumpton Enterprises Inc. by Steven R. Sears
Crumpton Enterprises, Inc.
by Steven R. Sears, attorney-in-fact

James L. Hollis Jr. by Steven R. Sears
James L. Hollis, Jr.
by Steven R. Sears, attorney-in-fact and agent

Steven R. Sears
Steven R. Sears
As the auctioneer and person making said sale

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State of Alabama)
County of Shelby)

I, the undersigned Notary Public in and for the State of Alabama at Large, do hereby certify that Steven R. Sears, whose name as attorney-in-fact for Crumpton Enterprises, Inc., whose name as attorney-in-fact and agent for James L. Hollis, Jr., and whose name as Auctioneer and person making said 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 said conveyance, he, in his capacity as such attorney-in-fact and agent, and as such auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand, this the 27 day of December 1985.

Quincy L. Stephens
Notary public My Commission Expires July 7,

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

1985 DEC 27 PM 1:06

Roman A. Brantley, Jr.
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ _____
Deed Tax	<u>170.00</u>
Mineral Tax	_____
Recording Fee	<u>5.00</u>
Index Fee	<u>1.00</u>
TOTAL	<u>\$176.00</u>