

STATE OF ALABAMA)
)
SHELBY COUNTY)

227

This mortgage foreclosure deed executed on this 6th day January, 1986, by GOLDOME CREDIT CORPORATION, as Mortgagee, by and through THOMAS REUBEN BELL, its Attorney and Auctioneer, Grantor, and GOLDOME CREDIT CORPORATION, Grantee:

W I T N E S S E T H

THAT WHEREAS, MALCOLM F. BURNS and BARBARA BURNS, by mortgage dated January 26, 1983, for the consideration of NINETY-SIX THOUSAND ONE HUNDRED FIFTY-ONE AND 20/100 Dollars (\$96,151.20) did mortgage and convey to SUN HOMES, INC., which mortgage was transferred and assigned to COLONIAL FINANCIAL SERVICE, INC., which corporation is now known as GOLDOME CREDIT CORPORATION, the property herein described and conveyed, which instrument authorized the Grantor herein, if default should be made in the payment of payments due under the said mortgage, to sell and convey the mortgaged premises by public auction, for payment thereof, and to make and deliver deed of conveyance for the same, and

WHEREAS the said mortgage has been duly recorded according to law in the Office of the Judge of Probate of Shelby County, Alabama, in Mortgage Book 428 at Page 256, and the said transfer and assignment has been duly recorded according to law in the Office of the Judge of Probate of Shelby County, Alabama, in Miscellaneous Book 49 at Page 113; and

WHEREAS default has been made in the payment of the money secured by the said mortgage, by which the power to sell became operative, and no court proceedings having been instituted to foreclose the same, the mortgaged premises, herein described, were sold on January 6, 1986, under the power of sale contained in the said mortgage, as more fully appears therein and in the public record thereof, due notice having

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Bell & Landers
223 - N. Norton Ave.
Sylacauga, Al.

been previously given of such sale by publication for three (3) successive weeks on December 5, December 12, and December 19, 1985, in the Shelby County Reporter, a newspaper published in Shelby County, where the property is situated, a copy of which notice and affidavit of publication thereof being attached hereto and made a part hereof by reference, said sale being held in strict conformity to the said mortgage, to the said notice, and to the law of Alabama, at which sale Goldome Credit Corporation was the purchaser for the sum of FORTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX AND 63/100 Dollars (\$45,586.63), being the highest bid for the same, Goldome Credit Corporation being authorized to bid and purchase at this sale by the terms of the subject mortgage;

NOW, THEREFORE, Goldome Credit Corporation, as Mortgagee, by and through Thomas Reuben Bell, its Attorney and Auctioneer, Grantor, for and in consideration of FORTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX AND 63/100 Dollars (\$45,586.63), paid by credit to the balance due on this mortgage, the receipt of which is acknowledged, does hereby grant, bargain, sell, and convey to Goldome Credit Corporation, and to its successors and assigns forever, all of the right, title and interest of Malcolm F. Burns and Barbara Burns at the time of the execution of the said mortgage, and any interest thereafter acquired by Malcom F. Burns and Barbara Burns, and any interest of any persons holding under Malcom F. Burns and Barbara Burns, in and to the following described property:

Commence at the Southwest corner of the SW 1/4 of the NW 1/4 of Section 30, Township 18 South, Range 2 East; thence run Easterly and along the South line for a distance of 800.0 feet, more or less, to a point on the Westerly margin of Shelby County Highway No. 55; thence run N 31° 30' E and along said highway for a distance of 320.95 feet to the POINT OF BEGINNING. Thence continue along same line for a distance of 68.50 feet; thence turn 90° 00' 00" to the left for a distance of 219.00 feet; thence turn 90° 00' 00" to the left for a distance of 68.50 feet; thence turn 90° 00' to the left for a distance of 219.00 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the same unto Goldome Credit Corporation and its successors and assigns forever.

IN WITNESS WHEREOF, Goldome Credit Corporation, by and through Thomas Reuben Bell, its Attorney and Auctioneer, has caused this instrument to be executed on the day first above written.

GOLDOME CREDIT CORPORATION

By Thomas Reuben Bell
Thomas Reuben Bell
Its Attorney and Auctioneer

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STATE OF ALABAMA)
TALLADEGA COUNTY)

I, the undersigned authority in and for this County and State, hereby certify that THOMAS REUBEN BELL, Attorney and Auctioneer for GOLDOME CREDIT CORPORATION, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date, as Attorney and Auctioneer for Goldome Credit Corporation, with full authority.

Given under my hand and official seal this 6th day of January, 1986.

Lewana Patterson
Notary Public

THIS INSTRUMENT WAS PREPARED BY
BELL AND LANDERS
223 NORTH NORTON AVENUE
SYLACAUGA, ALABAMA 35150

THE STATE OF ALABAMA
SHELBY COUNTY

Personally appeared before me, Judge of Probate, in and for said county, Jim Parks, who being duly sworn according to law deposes and says that he is Editor of the SHELBY COUNTY REPORTER a newspaper published in said county, and that publication of a certain notice, a true copy of which is hereto affixed, has been made in said newspaper ... 3 ... weeks consecutively, to-wit in issues thereof dated as follows:

December 5, 12, 19-1985

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BOOK

[Signature] Editor

Subscribed and sworn before me this 19 day of December 19 85

Thomas A. Shoverly, Jr. Judge of Probate

Printers Fee \$ 66.88

LEGAL NOTICE
STATE OF ALABAMA
SHELBY COUNTY
NOTICE OF MORTGAGE
FORECLOSURE SALE

Default having been made in payments due, being condition broken, under that mortgage executed by MALCOLM F. BURNS and wife, BARBARA BURNS, to SUN HOMES, INC. on January 26, 1983, which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Mortgage Book 428 at Page 256, and which mortgage was transferred and assigned to COLONIAL FINANCIAL SERVICE, INC., which corporation is now known as GOLDOME CREDIT CORPORATION, on February 7, 1983, by instrument recorded in Shelby County in Miscellaneous Book 49 at Page 113, notice is hereby given by publication for once a week for three (3) successive weeks in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, the county where such land is situated, by publication on December 5, December 12, and December 19, 1985, that I will sell to the highest bidder, for cash, by public auction at the Courthouse of Shelby County, Alabama, in the City of Columbiana, Alabama, between the hours of 11:00 A.M. and 4:00 P.M. on January 8, 1986, as attorney for the said mortgagee, the following described real estate:

Commence at the Southwest corner of the SW 1/4 of the NW 1/4 of Section 30, Township 18 South, Range 2 East; thence run Easterly and along the South line for a distance of 800.0 feet, more or less, to a point on the Westerly margin of Shelby County; thence run N 31° 30' E and along said highway for a distance of 320.95 feet to the POINT OF BEGINNING. Thence continue along same line for a distance of 88.50 feet; thence turn 90° 00' 00" to the left for a distance of 219.00 feet; thence turn 90° 00' 00" to the left for a distance of 88.50 feet; thence turn 90° 00' 00" to the left for a distance of 219.00 feet to the POINT OF BEGINNING.

THOMAS REUBEN BELL, AT-TORNEY, P.A.
Thomas Reuben Bell
Attorney for Mortgagee
223 North Norton Avenue
Sylacauga, AL 36150
(205) 245-7486

Dec. 5, 12, 19

No. 1247

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 JAN -6 PM 12:03

Thomas A. Shoverly, Jr.
JUDGE OF PROBATE

Rec. 10.00
Ind. 1.00
11.00