

STATE OF ALABAMA )  
                          :  
COUNTY OF SHELBY )

2/8/

THIS FORECLOSURE DEED made this 27th day of January, 1986, between TYRE L. SEXTON and wife, LINDA W. SEXTON, Parties of the First Part, and JOE WILKINSON and JOY LYERLY WILKINSON, Party of the Second Part;

W I T N E S S E T H :

WHEREAS, the said TYRE L. SEXTON and wife, LINDA W. SEXTON, heretofore executed to JOE WILKINSON and wife, JOY LYERLY WILKINSON, herein called the Mortgagee, a certain mortgage dated December 6, 1982, and recorded in Mortgage Book 425, Page 451, Probate Records of Shelby County, Alabama, which conveyed the hereinafter described property to secure the indebtedness evidenced by a note, payable in installments, therein described; and

WHEREAS, the Mortgagee has granted, bargained, sold, conveyed and assigned the said mortgage and the indebtedness thereby secured and the property therein described to AUBURN NATIONAL BANK, by assigned dated February 15, 1985, and recorded in Real Book 22, Page 391, Probate Records of Shelby County, Alabama; and

WHEREAS, the said AUBURN NATIONAL BANK has granted, bargained, sold, conveyed and assigned the said mortgage and the indebtedness thereby secured and the property therein described to JOE WILKINSON and wife, JOY LYERLY WILKINSON, by assignment dated December 21, 1985, and recorded January 9, 1986, in Book 56, Page 456, Probate Records of Shelby County, Alabama, and the said JOE WILKINSON and wife, JOY LYERLY WILKINSON, were the owners thereof at the time of the sale hereinafter mentioned; and

WHEREAS, the said mortgage provides that if said indebtedness or any part thereof should remain unpaid at maturity, then the whole of said indebtedness shall at once become due and payable and said mortgage be subject to foreclosure, and further provides that in the event of any such default the Mortgagee shall have the authority to sell said property before the Courthouse Door in the City of Columbiana, County of Shelby, State of Alabama, at public outcry for cash after first giving notice by publication once a week for three successive weeks of the time, place and terms of said sale in some newspaper of general circulation published in Shelby County, Alabama, and further provides that in the event of any such sale the person conducting such sale shall have power and authority to execute a deed to the purchaser of said property at such sale, and

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Return to: Wade Morton

further provides that the Mortgagee or its assigns may bid and become the purchaser at such sale of the property therein; and

WHEREAS, parts of said indebtedness remained unpaid at the respective maturities thereof, and the whole of said indebtedness thereupon became due and payable, and default was made in payment thereof, and the Party of the Second Part thereafter gave notice by publication in The Shelby County Reporter, a newspaper of general circulation and published in Columbiana, Shelby County, Alabama, on the 2nd day of January, 1986, and the 9th day of January, 1986, and the 16th day of January, 1986, that it would sell the hereinafter described property before the front door of the Shelby County Courthouse at Columbiana, Alabama, at public outcry to the highest bidder for cash, within the legal hours of sale on the 27th day of January, 1986; and

WHEREAS, the said sale was held at the time and place stated in said notice which was published in the said issues of The Shelby County Reporter, and Party of the Second Part became the purchaser of the hereinafter described property at and for the sum of \$49,000.00 cash, which was the highest, best, and last bid therefor; and

WHEREAS, the undersigned, WADE H. MORTON, JR., conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by the party of the Second Part;

NOW THEREFORE, IN consideration of the premises the Parties of the First Part and the Party of the Second Part, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto the said JOE WILKINSON and wife, JOY LYERLY WILKINSON, FOR THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM FOREVER, TOGETHER WITH EVERY CONTINGENT REMAINDER AND RIGHT OF REVERSION, the following described real property situated in Shelby County, Alabama, to-wit:

A parcel of land lying in the NE 1/4 of SE 1/4, and the SE 1/4 of SE 1/4, Section 12, Township 21 South, Range 3 West and more particularly described as follows: Starting at the southwest corner of the said NE 1/4 of SE 1/4, Section 21, Township 21 South, Range 3 West run southwesterly a distance of 50.00 feet, more or less, to the center point of Tower 183 of the Lock 12 to Birmingham Transmission Line of the Alabama Power Company. Thence from the center line of Tower 184 of the said transmission Line turn an interior angle of 126 Deg. 41 min. to the right and run southeasterly a distance of 496.1 feet to an iron spike in the northeast end of a railroad tie in the L & N Railroad. Thence turn an angle of 66 deg. 17 min. to the left and run northeasterly a distance of 154.5 feet to an iron marker in the north R/W line of Old U. S. Highway #31, the point of beginning. Thence turn an angle of 10 deg. 01 min. to the left and

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run northeasterly a distance of 238.5 feet to an iron marker. Thence turn an angle of 90 deg. 00 min. to the right and run southeasterly a distance of 137.8 feet to an iron marker. Thence turn an angle of 97 deg. 00 min. to the right and run southwesterly a distance of 235.0 feet to an iron marker on the said north R/W of said Old U. S. Highway #31. Thence run northwesterly along the said north R/W of said Old U. S. Highway #31 along a curve to the right, a distance of 104.0 feet to the point of beginning. Said parcel of land lies in the said NE 1/4 of SE 1/4, and the SE 1/4 of SE 1/4, Section 12, Township 21 South, Range 3 West.

TO HAVE AND TO HOLD unto the said JOE WILKINSON and wife, JOY LYERLY WILKINSON, FOR THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM FOREVER, TOGETHER WITH EVERY CONTINGENT REMAINDER AND RIGHT OF REVERSION, their heirs and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said JOE WILKINSON and wife, JOY LYERLY WILKINSON, under and by virtue of the power and authority contained in the aforesaid mortgage. Subject, however, to the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, also subject to prior liens, ad valorem taxes, easements and restrictions of record.

IN WITNESS WHEREOF, the said JOE WILKINSON and wife, JOY LYERLY WILKINSON, and TYRE L. SEXTON and wife, LINDA W. SEXTON, have hereunto set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the day and year first above written.

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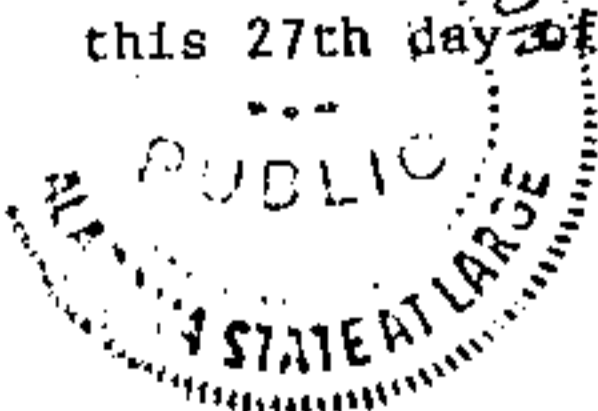
STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
BY: Wade H. Morton, Jr.  
1986 JAN 31 AM 11:05  
As Attorney-in-Fact and Auctioneer

STATE OF ALABAMA  
COUNTY OF SHELBY  
JUDGE OF PROBATE

Rec. 7.50  
1.00  
8.50

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that WADE H. MORTON, whose name as attorney-in-fact and auctioneer for Tyre L. Sexton and wife, Linda W. Sexton, and Joe Wilkinson and wife, Joy Lyerly Wilkinson, 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, as such attorney-in-fact and auctioneer, executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27th day of January, 1986.



Arthur M. Morton  
Notary Public  
My Commission Expires: August 4, 1987

THIS INSTRUMENT PREPARED BY:  
ARTHUR M. STEPHENS  
STEPHENS, MILLIRONS, HARRISON & WILLIAMS, P.C.  
P. O. BOX 307  
HUNTSVILLE, AL 35804