

2212

This instrument prepared by  
Ezra B. Perry, Jr.  
2121 Highland Ave., So.  
Birmingham, Alabama 35205

STATE OF ALABAMA       )  
                              :     KNOW ALL MEN BY THESE PRESENTS: That  
JEFFERSON COUNTY       )

WHEREAS, PATHWAY HOMES, INC. did on the 25th day of June, 1985 execute a mortgage to GUARANTY FEDERAL SAVINGS & LOAN ASSOCIATION, which said mortgage was recorded in Book 034, Record of Mortgages, at Page 169, in the Probate Office of Shelby County, Alabama, and conveyed the hereinafter described property; and

BOOK 097 PAGE 532

WHEREAS, in and by said mortgage the said Pathway Homes, Inc. agreed that should default be made in the payment of the indebtedness secured by said mortgage, or the interest thereon, when the same became due, or in the payment of any other sum which may be a charge upon the property 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 mortgagee, become due and payable, and the said Guaranty Federal Savings & Loan Association, its 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 the premises conveyed in said mortgage, and with or without taking possession of same, to sell the property described in said mortgage in front of the entrance of the Court House at Columbiana, Shelby County, Alabama, at public vendue to the highest bidder for cash, after giving twenty-one (21) days notice of the time, place and terms of said sale by publication once a week for three (3) successive weeks in some newspaper published in the City of Columbiana, Shelby County, Alabama, to make and execute title to the purchaser, and to 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 sums which were a charge upon the property, and the said Guaranty Federal Savings & Loan Association, mortgagee, did declare the whole of said indebtedness due and payable under the terms of said mortgage; and

WHEREAS, the said Guaranty Federal Savings & Loan Association did advertise the foreclosure of said mortgage and the sale of the property conveyed therein by publication once a week for three (3) successive weeks in THE SHELBY COUNTY REPORTER, a newspaper published in Columbiana, Shelby County, Alabama, viz., on September 25, October 2, 9, 1986, giving the time, place and terms of said sale; and

WHEREAS, on the 17th day of October, 1986, during the legal hours of sale, according to the terms of said advertisement, said sale was held in front of the entrance of the Court House at Columbiana, Shelby County, Alabama, in strict conformity with the terms of said mortgage, and the said Guaranty Federal Savings & Loan Association did purchase said property at and for the sum of Fifty-Six Thousand Three Hundred Nineteen and 76/100 Dollars (\$56,319.76), 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, THEREFORE, in consideration of the premises and the further sum of One Dollar (\$1.00) in hand paid by Guaranty Federal Savings & Loan Association to the undersigned, the receipt of which is upon the delivery of these

presents hereby acknowledged, the said Guaranty Federal Savings & Loan Association, as mortgagee, by Ezra B. Perry, Jr., its duly authorized Auctioneer and Agent, 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 Guaranty Federal Savings & Loan Association the following described property, situated in Shelby County, Alabama, to-wit:

See Attached Sheet

TO HAVE AND TO HOLD unto the said Guaranty Federal Savings & Loan Association, its successors and assigns, as fully and completely in all respects as the said Ezra B. Perry, Jr. could or ought to convey the same by reason of the power of attorney vested in him as Auctioneer and Agent of Guaranty Federal Savings & Loan Association, mortgagee, under and by virtue of the terms of said mortgage.

WITNESS my hand and seal, this the 28 day of October, 1986.

By: Ezra B. Perry  
Auctioneer and Agent

BOOK 097 PAGE 533

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ezra B. Perry, Jr., whose name as Auctioneer and Agent of Guaranty Federal Savings & Loan Association, mortgagee, 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 Auctioneer and Agent, in his capacity, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28<sup>th</sup> day of October, 1986.

George L. Downing  
Notary Public



"EXHIBIT A"

A parcel of land located in the SE 1/4 of Section 3, Township 21 South, Range 3 West, known or to be known as Lot 3, Block 10, of Bermuda Lake Estates - First Sector, more particularly described as follows:

Commence at the SE corner of the NW 1/4 of the SE 1/4 of said Section 3; thence in a northerly direction along the easterly line of said SE 1/4, a distance of 10.14 feet; thence 88 degrees 19 minutes 57 seconds left, in a westerly direction, a distance of 1188.42 feet; thence 106 degrees 28 minutes 38 seconds left, in a southeasterly direction, a distance of 50.00 feet to the point of beginning; thence 12 degrees 54 minutes 20 seconds right, in a southerly direction, a distance of 214.43 feet; thence 104 degrees 20 minutes 18 seconds right, in a northwesterly direction, a distance of 112.64 feet to a point on the easterly R/W line of County Highway No. 264; thence 77 degrees 33 minutes 57 seconds right, in a northerly direction, along said R/W line, a distance of 221.00 feet; thence 91 degrees 40 minutes 03 seconds right, in an easterly direction, a distance of 43.72 feet to a point on a curve, having a radius of 50.00 feet; thence 66 degrees 25 minutes 29 seconds right to tangent to said curve, in a southeasterly direction along said curve to the left, a distance of 72.35 feet to the point of beginning.

RECORDING FEES

Mortgage Tax	\$ <u>74.25</u>
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>10.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>85.25</u>

67

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1985 JUL 15 PM 4:00

*Thomas A. Henderson, Jr.*  
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1986 OCT 28 PM 3:33

*Thomas A. Henderson, Jr.*  
JUDGE OF PROBATE

1. Deed Tax	<u>Foreclosure</u>
2. Mtg. Tax	_____
3. Recording Fee	<u>7.50</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>8.50</u>

BOOK 034 PAGE 172

BOOK 097 PAGE 534