

STATE OF ALABAMA )  
SHELBY COUNTY )

WHEREAS, on, to-wit: June 2, 1986, Sheriel D. Whatley, an unmarried woman, (herein called MORTGAGOR), did execute and deliver to First Federal Savings and Loan Association of Bessemer, a corporation, (hereinafter called MORTGAGEE), a certain mortgage on the hereinafter described real estate to secure an indebtedness of \$40,000.00 therein described, said mortgage being of record in Book 74, of Mortgages, Page 741, in the Probate Office of Shelby County, Alabama; and

WHEREAS, under the terms and provisions of said mortgage the said Mortgagee was authorized and empowered upon default in the payment of said indebtedness, to sell said real estate at public sale at the Courthouse door of the Shelby County Courthouse, in Columbiana, Alabama, to the highest bidder for cash, after first having mailed a thirty (30) day written notice to Sheriel D. Whatley as required by said mortgage and after first having given notice of the time, place and terms of sale by advertisement for three (3) successive weeks in some newspaper published in Columbiana, Shelby County, Alabama; and

WHEREAS, Sheriel D. Whatley did fail and default in the payment of the indebtedness described in and secured by said mortgage and said indebtedness did thereby become in default and said mortgage was thereby subject to foreclosure; and

WHEREAS, the said Mortgagee, upon default in the payment of said indebtedness, did declare the entire indebtedness due and payable and elected to foreclose said mortgage; and

WHEREAS, Mortgagee did give said thirty (30) day written notice as required by said mortgage and did thereafter advertise and give notice of the sale of said real estate under the terms and conditions of said mortgage by advertising notice of the time, place and terms of sale in Shelby County Reporter, a newspaper of general circulation published in Columbiana, Shelby County, Alabama, said notices appearing in said newspaper once a week for three (3) successive weeks, on March 2, 1988, March 9, 1988 and March 16, 1988, and which said notices, among other things, stated that said real estate, describing it, would be sold at public auction to the highest bidder for cash during the legal hours of sale on March 30, 1988, at the front entrance of the Shelby County Courthouse, in Columbiana, Alabama; and

WHEREAS, on March 30, 1988, within the legal hours of sale at the front entrance of the Shelby County Courthouse at Columbiana, Alabama, said real estate was offered for sale at public auction by V. Edward Freeman II, who was and is the attorney for Mortgagee and acted as auctioneer in conducting said sale, and at said sale was sold to First Federal Savings and Loan Association of Bessemer, at and for the sum of FORTY TWO THOUSAND EIGHT HUNDRED SIXTY SEVEN AND 9/100 DOLLARS (\$42,867.09), said amount being the highest, best and last bid offered for said real estate;

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FREEMAN

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That I, the undersigned V. Edward Freeman II, AS ATTORNEY FOR MORTGAGEE AND AS AUCTIONEER CONDUCTING SAID SALE, for and in consideration of the premises and the sum of \$42,867.09, do hereby grant, bargain, sell and convey unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BESSEMER, all of the right, title and interest of said SHERIEL D. WHATLEY and of First Federal Savings and Loan Association of Bessemer, as MORTGAGEE, in and to the following described real estate, situated in SHELBY COUNTY, ALABAMA:

PARCEL I: Lot 4, according to Capps Subdivision as recorded in Map Book 3, Page 155, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL II: Lot 5, and the South 1/2 of Lot 4, according to the Map and Survey of Calmont Heights, as recorded in Map Book 3, Page 140, in the Office of the Judge of Probate, Shelby County, Alabama, more particularly described as follows: COMMENCING at the Southeast corner of Section 20, Township 22, Range 2 West, and run thence in a westerly direction along Freeman's Base Line and the South line of said Section for a distance of 146.13 feet to the point of beginning; thence turn an angle of 64 degrees, 49 minutes to the right and run a distance of 192.72 feet; turn thence an angle of 90 degrees to the left and run 127 feet; turn thence an angle of 94 degrees and 58 minutes to the left and run a distance of 140.53 feet to a point of intersection with the Base line and with the south line of said Section 20; turn thence an angle of 59 deg. 51 minutes to the left and run thence in an easterly direction along said Base Line and the South line of said Section 20 for a distance of 124.31 feet to the point of beginning.

TO HAVE AND TO HOLD Unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BESSEMER, its successors and assigns, FOREVER, as fully and completely as I could and ought to convey the same, as such attorney and auctioneer aforesaid, under and by virtue of the power and authority vested in me as such attorney and auctioneer by the terms of said mortgage.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, as attorney and auctioneer aforesaid, on this 30th day of March, 1988.

SHERIEL D. WHATLEY

(SEAL)

By V. Edward Freeman II  
As Attorney and Auctioneer Aforesaid

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF BESSEMER MORTGAGEE (SEAL)

By V. Edward Freeman II  
As Attorney and Auctioneer Aforesaid

V. Edward Freeman II (SEAL)  
As Attorney and Auctioneer Aforesaid

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STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that V. Edward Freeman II, whose name as attorney for mortgagee and auctioneer conducting the sale described in the above and foregoing conveyance, 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, in his capacity as such attorney and auctioneer, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this 30th day of March, 1988.

Mildred S. Kelso

NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-21-91

PREPARED BY: STONE, PATTON, KIERCE & FREEMAN  
Attorneys at Law  
118 North 18th Street  
Bessemer, AL 35020

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STATE OF ALABAMA  
CLERK OF THE COURT

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CLERK OF THE COURT

RECORDING FEES

Recording Fee	\$ <u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>8.50</u>