

STATE OF ALABAMA  
SHELBY COUNTY

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MORTGAGE FORECLOSURE DEED

WHEREAS, PAUL ALLRED AND WIFE, MERRITTIA ALLRED did on the 27th day of September, 1985, execute a certain mortgage to the COOSA PINES FEDERAL CREDIT UNION, to secure the indebtedness therein set out and mentioned, said mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Book 043, at Page 793, said mortgage covering the lands herein described and the indebtedness thereby secured being due the said COOSA PINES FEDERAL CREDIT UNION, and,

WHEREAS, there is a provision and condition in said mortgage that if said mortgagors shall fail to pay said indebtedness when the same falls due then the mortgagee shall be authorized to take possession of the premises and, after giving notice of the time, place and terms of sale, together with a description of the property described in said mortgage by advertising same once a week for three (3) consecutive weeks in a newspaper circulated in Shelby County, Alabama, either in person or by an agent or attorney, to sell said property at public outcry to the highest bidder for cash, said sale to be held at the courthouse doors of said County; and,

WHEREAS, PAUL ALLRED AND WIFE, MERRITTIA ALLRED, did default in the payment of the indebtedness secured by said mortgage and,

WHEREAS, said mortgagee, COOSA PINES FEDERAL CREDIT UNION, the owner of said mortgage and the indebtedness secured thereby, did advertise same by publishing notice of foreclosure, said advertisement having been published in the SHELBY COUNTY REPORTER newspaper on June 8, 1988, June 15, 1988 and June 22, 1988, each

of the publications giving notice of the time, place and terms of said sale together with a description of the property. Said publications being shown by the affidavits which are attached to this mortgage foreclosure deed, and,

WHEREAS, said property was offered for sale in front of the Shelby County Courthouse in the City of Columbiana, Shelby County, Alabama, at one o'clock p.m. on June 29, 1988, the said hour and date being within the legal hours of the sale as stated in said notices, and,

WHEREAS, at said sale Coosa Pines Federal Credit Union made the highest, last and best bid for cash for said property;

BOOK 194 PAGE 494  
THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, Barry D. Vaughn, Proctor and Vaughn, attorneys, as the attorney for said owner of said mortgage and as auctioneer of said sale under and by virtue of the powers conferred upon me under the terms and conditions contained in said mortgage by and on behalf of the said owners of said mortgage and as auctioneer for and in consideration of Twenty-one thousand, fifty-two and 01/100 (\$21,052.01) Dollars to me in hand paid by Coosa Pines Federal Credit Union, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain, sell and convey unto the said Coosa Pines Federal Credit Union the following described real estate and all of the rights, title and interest owned by the said Paul Allred and wife, Merrittia Allred in and to the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 27 of the property of Charles W. Mobley as shown on a plat prepared by Norman D. Deloach, Ala. R.L.S. No. 8760 dated May 2, 1983, recorded in Map Book 8, Page 124, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the above granted premises unto the said Coosa Pines Federal Credit Union, its successors and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 29 day of June, 1988.

Paul Allred and wife,  
Merrittia Allred

BY:

Barry D. Vaughn

COOSA PINES FEDERAL CREDIT UNION

BY:

Barry D. Vaughn, Auctioneer

STATE OF ALABAMA \*  
\*  
TALLADEGA COUNTY \*

I, the undersigned authority in and for said County in said State, hereby certify that Barry D. Vaughn, whose name is signed, as Attorney for Mortgagee and as Auctioneer and as Attorney-in-Fact for Mortgagors, to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29 day of June, 1988.

Patricia M. Hughes  
Notary Public

THIS INSTRUMENT PREPARED BY:  
PROCTOR AND VAUGHN  
201 North Norton Avenue  
Sylacauga, Alabama 35150

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STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 JUL 15 PM 1:46

*Thomas A. Shumaker Jr.*  
JUDGE OF PROBATE

1. Dead Tax \$ *Foreclosure*  
2. Mfg Tax  
3. Recording Fee *10.00*  
4. Indexing Fee *1.00*  
TOTAL *11.00*

88 JUL 15 PM 1:46

*Thomas A. Shumaker Jr.*  
JUDGE OF PROBATE

# STATE OF ALABAMA SHELBY COUNTY

Personally appeared before me, Judge of Probate, in and for said county, Wayne Rasco, who being duly sworn according to law deposes and says that he is Publisher 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 .....weeks consecutively, to-wit in issues thereof dated as follows:

*Wayne Rasco* ..... Publisher

Subscribed and sworn before me this .....day of....., 19.....  
*Thomas A. Shumaker Jr.* Judge of Probate

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## LEGAL NOTICE STATE OF ALABAMA COUNTY OF SHELBY NOTICE OF MORTGAGE FORE- CLOSURE SALE

Default having been made in the making of payments when due, being condition broken, under that mortgage executed by PAUL ALBERT AND WIFE, MERRITT ALBERT, in favor of COOSA PINES FEDERAL CREDIT UNION, on September 27, 1985, which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Book 043 at Page 793, and to which reference is made for its provisions, notice is hereby given for thirty (30) days by publication once a week for three (3) consecutive weeks in the Shelby County Reporter, a newspaper published and circulated in Shelby County, Alabama, the County where the mortgaged lands are situated by publication on June 8, 1988, June 15, 1988 and June 22, 1988, that we will sell to the highest bidder for cash, in accordance with this Mortgage, by public auction at the door of the Courthouse of Shelby County, Alabama, at Columbiana, Alabama, between the hours of 11:00 a.m. and 4:00 p.m. on June 29, 1988, as attorneys and auctioneers for COOSA PINES FEDERAL CREDIT UNION, owner of this mortgage, the following described real estate, situated in Shelby County, Alabama:

s. Lot 27 of the property of Charles W. Mobley, as shown on a plat prepared by Norman D. DeLoach, Ala. R.L.S. No. 8760 dated May 2, 1983, recorded in Map Book 8, Page 124, in the Probate Office of Shelby County, Alabama.

PROCTOR AND VAUGHN  
BY: Barry D. Vaughn  
201 North Horton Avenue  
Birmingham, Alabama 35210  
Telephone: (205) 249-8527  
June 8, 15, 22, 1988 #348