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FORECLOSURE DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, default having been made in the payment of the indebtedness due by that promissory note and real estate mortgage securing payment of the same, executed by Michael D. Carlisle and wife, Rita L. Carlisle, hereinafter referred to as "mortgagor", to Claire C. Dorough, hereinafter referred to as "mortgagee", and recorded in Mortgage Book 202, page 221, in the Probate Records of Shelby County, Alabama, which mortgage described the real estate hereinafter set out; and

WHEREAS, said real estate mortgage provided that the real estate described therein should be sold at public outcry to the highest bidder for cash after giving thirty days' notice by publication once a week for three consecutive weeks of the time, place and terms of sale, by publishing the same in a newspaper published in Shelby County, Alabama, in order to pay the sums remaining unpaid under the terms of said promissory note and mortgage after maturity or default of the same; and

WHEREAS, mortgagee did cause notice of the time, place and terms of sale of said real estate to be given in full compliance with the law of the State of Alabama, in the Shelby County Reporter in the issues of said paper published in Shelby County, Alabama, on March 15, 22, 29, 1989; and

WHEREAS, in accordance with said notice and under the power of sale contained in said real estate mortgage, the real estate described in said mortgage was duly offered for sale to the highest and best bidder, for cash, at the Shelby County Courthouse door (front entrance) in the City of Columbiana, in Shelby County, Alabama, at Columbiana, Alabama, at public outcry at 11:00 o'clock a.m., between the legal hours of sale, on the 5th day of April, 1989, and at said sale, said real estate was purchased by Claire C. Dorough for the sum of Thirty-nine Thousand, Two Hundred Thirty, and 32/100 (\$39,230.32), which said sum of money was the highest and best bid for said real estate at said sale;

NOW, THEREFORE, in consideration of the premises, and of the payment of the sum of the above bid sum, by crediting the same upon the mortgaged indebtedness secured by said mortgage, said mortgagor and said mortgagee and Oliver P. Head, as Auctioneer, do hereby grant, bargain, sell and convey unto the said Claire C. Dorough, hereinafter referred to as grantee, the following described real estate lying and situated in Shelby County, Alabama, to-wit:

A lot in the Town of Columbiana, Alabama, described as follows: Beginning at a point where the West line of Thompson Street intersects the North line of an alley running from the Grammar School in said town West to the lot formerly owned by W. B. Browne and run thence North along the West side of Thompson Street 200 feet more or less to the southset corner of a lot sold by W. J. Horsley and wife to Myra Miles, thence West along the South line of said lot sold to Miles 210 feet more or less to the East line of lot owned by W. W. Carter; thence South along the East line of said W. W. Carter lot 200 feet, more or less, to the North line of the alley above referred to, thence East along the North line of said alley 210 feet more or less to the point of beginning, containing one acre more or less, and being a part of the lot bought from Alice B. Liles and conveyed by deed recorded in Volume 47 on page 502.

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LESS AND EXCEPT that property sold to Ben E. Lavender and Joyce Louise Lavender by deed dated July 30, 1965, recorded in Deed Book 236, page 797, described as follows: Begin at the intersection of the West line of Thompson Street with the North line of Carter's Lane and run thence North along the West line of Thompson Street 100 feet to a point; thence West and parallel with the North line of Carter's Lane 145 feet; thence South and parallel with the West line of Thompson Street 100 feet to the North line of Carter's Lane; thence along same East 145 feet to the point of beginning.

ALSO LESS AND EXCEPT that property sold to Ben E. Lavender and Joyce Louise Lavender by deed dated June 17, 1966 recorded in Deed Book 243, page 76, described as follows:

Commence at a point where the West line of Thompson Street intersects the North right of way line of Carter's Lane and run thence West and along the North line of Carter's Lane 145 feet to the SW corner of a lot heretofore conveyed to Ben Lavender and wife to the point of beginning; thence continue in the same direction West along said right of way line 65 feet, more or less, to the SE corner of the Methodist Church lot; thence along same North 100 feet, more or less, to a concrete post, being the SW corner of the B. Z. Cooper's home lot; thence East and parallel with the North right of way line of Carter's Lane 65 feet, more or less, to the NW corner of said lot heretofore conveyed to said Ben Lavender and wife; thence along same South 100 feet, more or less, to point of beginning.

Subject to easements and rights of way of record, zoning regulations by the Town of Columbiana, and property line encroachments, including encroachment of garage on adjoining property to the North.

TO HAVE AND TO HOLD the above described premises unto the said grantee and grantee's heirs and assigns, forever.

IN WITNESS WHEREOF, said mortgagee, Claire C. Dorrough, acting by and through Oliver P. Head, Attorney in Fact and Auctioneer, and Oliver P. Head, Attorney in Fact, have hereunto set their hands and seals on this the 5th day of April, 1989.

Claire C. Dorrough

By


Attorney in Fact and Auctioneer

OLIVER P. HEAD

By


Auctioneer

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STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Oliver P. Head, who is known to me, and whose name as Attorney in Fact and Auctioneer 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 as such Auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of April, 1989.

Lance Brasher
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED:

89 APR -5 PM 2:49

Thomas A. Snowden, 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>

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