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This instrument prepared by:
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STATE OF ALABAMA
COUNTY OF SHELBY

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That, whereas, hereto on, to wit: July 17th, 1986, CYNDIE L. DOUGLAS, an unmarried woman and GORDON DEMUS, an unmarried man executed a certain mortgage on the property hereinafter described to FIRST NATIONAL BANK OF COLUMBIANA, said mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Volume 081, Page 616; and

WHEREAS, in and by said mortgage, the mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the Courthouse door in Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some newspaper published in said County by publication once a week for three (3) consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the mortgagee or any person conducting said sale for the mortgagee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bidder therefore; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said FIRST NATIONAL BANK OF COLUMBIANA, did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the Shelby County Reporter, a newspaper published in Shelby County, Alabama in its issues of June 14th, 21st and 28th, 1989; and

WHEREAS, on July 7, 1989, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and JAMES G. HENDERSON was the Auctioneer who conducted said sale for FIRST NATIONAL BANK OF COLUMBIANA; and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of FIRST NATIONAL BANK OF COLUMBIANA, in the amount of Fifteen Thousand Two Hundred Sixty Six and 68/100 (\$15,266.68) Dollars which sum of money FIRST NATIONAL BANK OF COLUMBIANA, offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to FIRST NATIONAL BANK OF COLUMBIANA; and

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of Fifteen Thousand Two Hundred Sixty Six and 68/100 (\$15,266.68) Dollars, on the indebtedness secured by said mortgage, the said FIRST NATIONAL BANK OF COLUMBIANA, by and through JAMES G. HENDERSON, as Auctioneer conducting

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Richard McCall Jones

said sale and as Attorney in fact for FIRST NATIONAL BANK OF COLUMBIANA, and the said JAMES G. HENDERSON, as the Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said FIRST NATIONAL BANK OF COLUMBIANA, the following described property situated in Shelby County, Alabama, to-wit:

A part of Block 1, according to Map of Shelby, Alabama, Ed. S. Safford Engineer, as recorded in Map Book 3 on pages 38 and 47 in the Probate Office of Shelby County, Alabama, described as follows: Begin at the SE corner of Block 1, and run in a Northerly direction along West line of First Street 390 feet; thence South 86 degrees 10 minutes West 134.3 feet to corner of Ed. Carden lot; thence South 5 degrees 15 minutes East 390.7 feet, more or less, to North line of 10th Street; thence East along the North line of 10th Street 90 feet to point of beginning. Situated in Shelby County, Alabama. Less and Except: The following described property: Beginning at the SE corner of Block 1, Saffords Addition to the Map of Shelby, Alabama, recorded in Map Book 3, at page 38 and 47, run West 50 feet; thence North 54 feet; thence East 50 feet; thence South 54 feet, back to the point of beginning. All being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto FIRST NATIONAL BANK OF COLUMBIANA, and their successors and assigns forever, subject, however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State Alabama.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF COLUMBIANA, has caused this instrument to be executed by and through JAMES G. HENDERSON as Auctioneer conducting said sale, and as Attorney in Fact, and JAMES G. HENDERSON as Auctioneer conducting said sale, has hereto set his hand and seal on this the 7th day of July, 1989.

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FIRST NATIONAL BANK OF COLUMBIANA, Mortgagee:

By: [Signature]
JAMES G. HENDERSON,
as Attorney in Fact and
Auctioneer

By: [Signature]
JAMES G. HENDERSON,
as Auctioneer conducting said
sale.

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES G. HENDERSON whose name as Auctioneer and Attorney in Fact for FIRST NATIONAL BANK OF COLUMBIANA, 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 Auctioneer and Attorney in fact, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 7th day of July, 1989.

My Commission Expires April 23, 1991

[Signature]
Notary Public

My Commission Expires:

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, being a Notary Public in and for said County, in said State, do hereby certify that JAMES G. HENDERSON, whose name as 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 said conveyance, he, in his capacity as Auctioneer, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal the 7th day of July, 1989.

My Commission Expires April 23, 1991

Alvin Massey
Notary Public

My Commission Expires:

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JUDGE OF PROBATE

NO TAX COLLECTED

- 1. Deed Tax \$
- 2. Mtg. Tax *None*
- 3. Recording Fee 7.50
- 4. Indexing Fee 4.00
- TOTAL 11.50