

STATE OF ALABAMA

COUNTY OF SHELBY

1347
FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, heretofore on to-wit: the 16th day of December, 1986, JAMES D. KIDD AND WIFE, SHERRELL J. KIDD, executed a certain mortgage on the property hereinafter described to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ALABAMA, which said mortgage is recorded in Mortgage Book 105, at Page 971, in the office of the Judge of Probate of Shelby County, Alabama; 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 the City of Columbiana, County of Shelby, State of Alabama, after giving notice of the time, place and terms of said sale in some newspaper published in said City by publication once a week for three 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 therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and the said FIRST FEDERAL OF ALABAMA, F.S.B. (Formerly First Federal Savings and Loan Association of Alabama) 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 July 26, 1989, August 2, 1989, and August 9, 1989, and

WHEREAS, on the 30th day of August, 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 FIRST FEDERAL OF ALABAMA, F.S.B. (Formerly First Federal Savings and Loan Association of Alabama) as mortgagee, did offer for sale and sell at public outcry, in front of the Courthouse door in Columbiana, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Brent Thornley was the auctioneer who conducted said sale for the said FIRST FEDERAL OF ALABAMA, F.S.B. (Formerly First Federal Savings and Loan Association of Alabama), and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of FIRST FEDERAL OF ALABAMA, F.S.B. in the amount of \$ 126,521.56, which sum of money First Federal of Alabama, F.S.B. (Formerly First Federal Savings and Loan Association of Alabama) offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to FIRST FEDERAL OF ALABAMA, F.S.B.

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NOW, THEREFORE, in consideration of the premises and of a credit in the amount of \$ 126,521.56, on the indebtedness secured by said mortgage, the said First Federal of Alabama, F.S.B. (Formerly First Federal Savings and Loan Association of Alabama) by and through Brent Thornley as Auctioneer conducting said sale and as Attorney in Fact for First Federal of Alabama, F.S.B. (Formerly First Federal Savings and Loan Association of Alabama) do hereby grant, bargain, sell and convey unto the said FIRST FEDERAL OF ALABAMA, F.S.B. the following described property situated in the County of Shelby, State of Alabama, to-wit:

Lot 20, Block 2, according to the Survey of Kirkwall as recorded in Map Book 6, Page 152, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto FIRST FEDERAL OF ALABAMA, F.S.B., 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 of Alabama.

IN WITNESS WHEREOF, FIRST FEDERAL OF ALABAMA, F.S.B. (Formerly First Federal Savings and Loan Association of Alabama) has caused this instrument to be executed by and through Brent Thornley, as Auctioneer conducting said sale, and as Attorney in Fact, and Brent Thornley as Auctioneer conducting said sale, has hereto set his hand and seal, on this the 30th day of August, 1989.

FIRST FEDERAL OF ALABAMA, F.S.B.
(FORMERLY FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF ALABAMA)

BY: Brent Thornley
As Auctioneer and Attorney in Fact

Brent Thornley
As Auctioneer conducting said sale

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Brent Thornley whose name as Auctioneer and Attorney in Fact for First Federal of Alabama, F.S.B. (formerly First Federal Savings and Loan Association of Alabama) 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 said 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, this the 30th day of August, 1989.

James Sims
NOTARY PUBLIC

My Commission expires:

April 20, 1990

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STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Brent Thornley 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 the 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, this the 30th day of August, 1989.

James Sims
NOTARY PUBLIC

My Commission expires:

April 20, 1990

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

89 AUG 30 PM 3:30

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

NO TAX COLLECTED

1. Deed Tax \$ 1.00

2. Mtg. Tax

3. Recording Fee 7.50

4. Indexing Fee 3.00

TOTAL 12.50

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