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This instrument prepared by:
Anthony D. Snable
Attorney at Law
2700 Highway 280 South
Suite 101
Birmingham, Alabama 35223

Send Tax Notice to:
Gerald E. Mosley
5011 Grand Rock Rd.
Birmingham, Alabama 35223

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore, on, to-wit, the 27th day of October 19 79, Kenneth E. Whitfield and wife, Billie Ruth Whitfield executed a certain mortgage on real property hereinafter described to Gerald E. Mosley and Diane S. Mosley which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 399, Page 95; and which said mortgage was corrected in Book 401, Page 804, in the aforesaid Probate Office; and

WHEREAS, in and by said mortgage, the Mortgagee was authorized and empowered in case of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property before the Courthouse door in the City of 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 thereof; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said Gerald E. Mosley and Diane S. Mosley did declare all of the indebtedness secured by said mortgage subject to foreclosure as therein provided and did

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give due and proper notice of the foreclosure of said mortgage by publication in The Shelby County Reporter , a newspaper of general circulation published in Shelby County, Alabama, in its issues of October 25 and November 1, 8, 15 and 22, 1989 ; and

WHEREAS, on December 5, 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 conducted, and Gerald E. Mosley and Diane S. Mosley 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, Anthony D. Snable was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the said Gerald E. Mosley and Diane S. Mosley ; and

WHEREAS, Gerald E. Mosley and Diane S. Mosley was the highest bidder and best bidder in the amount of Twenty Five Thousand Three Hundred Seventy Two and no/100 (\$25,372.00)-----Dollars on the indebtedness secured by said mortgage, the said Gerald E. Mosley and Diane S. Mosley by and through Anthony D. Snable as auctioneer conducting said sale, and as attorney-in-fact for Mortgagee, Gerald E. Mosley and Diane S. Mosley does hereby grant, bargain, sell and convey unto Gerald E. Mosley and Diane S. Mosley , all of their right, title, and interest in and to the following described property situated in Shelby County, Alabama:

A lot or parcel of land situated in the N.E. 1/4 of the S.E. 1/4 of Section 31, Township 19 South, Range 1 East more particularly described as follows:

Commence at the Northwest corner of the above said quarter-quarter, for a point of beginning. Thence run N 88 degrees 40 minutes E. along the North line for a distance of 110.0 feet, thence run S 11 degrees 25 minutes E for a distance of 418.85 feet, thence run S 88 degrees 40 minutes W and parallel to the North line for a distance of 193.51 feet to the west line of the above said forty, thence North 0 degrees 05 minutes 30 seconds E along the west line for a distance of 412.5 feet to the point of beginning.

ALSO, a roadway 30.0 feet in width extending from the Main County Gravel Road South 88 degrees 40

minutes West a distance of 281.74 feet to the southeast corner of the above said lot.

TO HAVE AND TO HOLD the above described property unto Gerald E. Mosley and Diane S. Mosley, their successors and assigns forever; subject, however, to the statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws in the State of Alabama.

IN WITNESS WHEREOF, Gerald E. Mosley and Diane S. Mosley Mortgagee, has caused this instrument to be executed by and through Anthony D. Snable as auctioneer conducting said sale and as attorney-in-fact for said Mortgagee, and said Anthony D. Snable, as said auctioneer and attorney-in-fact for said Mortgagee, has hereto set his hand and seal on this the 5th day of December, 19 89.

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

89 DEC -5 PM 12:15

Thomas A. Jamison, Jr.
JUDGE OF PROBATE

Gerald E. Mosley and Diane S. Mosley
(MORTGAGEE)

By:

[Signature]
Auctioneer and Attorney-In-Fact
Anthony D. Snable

By:

[Signature]
Auctioneer Conducting Said Sale
Anthony D. Snable

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anthony D. Snable, whose name as auctioneer and attorney-in-fact for Gerald E. Mosley and Diane S. Mosley, Mortgagee, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that being informed of the contents of the conveyance, he, as such auctioneer and attorney-in-fact and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Mortgagee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 5th day of December, 19 89.

NO TAX COLLECTED

1. Deed Tax -----	\$	-----
2. Mtg. Tax -----	\$	-----
3. Recording Fee -----	\$	7.50
4. Indexing Fee -----	\$	3.00
5. Map Tax Fee -----	\$	1.00
6. Certified Stamp Fee --	\$	1.00
Total -----	\$	12.50

Julie F. Leary
Notary Public

My Commission Expires: _____

My Commission Expires October 8, 1990