

270  
MORTGAGE FORECLOSURE DEED

THIS INSTRUMENT PREPARED BY:  
HERMAN H. HAMILTON, JR.  
57 ADAMS AVENUE  
MONTGOMERY, AL 36104

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS; That William H. Jones, an unmarried man, did, on to-wit, November 15, 1983, execute a mortgage to Real Estate Financing, Inc., which mortgage is recorded in Book 439, Page 472, in the Office of the Judge of Probate of Shelby County, Alabama, and which said mortgage, security, lien and the indebtedness secured thereby, was assigned to and acquired by AmSouth Bank, National Association, as Trustee under a certain Trust Indenture dated as of November 1, 1982, with the Alabama Housing Finance Authority, by document recorded in Book 54, Page 733, in said Probate Office; and,

WHEREAS, the real estate covered in said mortgage is presently owned by Charles D. Ricks, subject to said mortgage and who has assumed the indebtedness thereunder; and,

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and the said AmSouth Bank, National Association, as Trustee aforesaid, did declare all of the indebtedness secured by said mortgage due and payable and did give due and proper notice of the foreclosure of said mortgage, in accordance with the terms thereof, by publication in the Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, in its issues of November 8, 15, and 22, 1989; and,

WHEREAS, on December 5, 1989, the day on which the foreclosure sale was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure sale was duly and properly conducted, and AmSouth Bank, National Association, as Trustee aforesaid, did offer for sale and did sell at public outcry, in front of the courthouse door of Shelby County, Alabama, in the City of Columbiana, Alabama, the property hereinafter described; and,

WHEREAS, the highest and best bid for cash obtained for the property described in the aforementioned mortgage was the bid of the said AmSouth Bank, National Association, as Trustee aforesaid, in the amount of Fifty-Five Thousand Four Hundred Eighty and 90/100 Dollars (\$55,480.90), which sum the said AmSouth Bank, National Association, as Trustee aforesaid, offered to credit on the indebtedness secured by said mortgage, and said property was thereupon sold to the said AmSouth Bank, National Association, as Trustee aforesaid; and

WHEREAS, said mortgage expressly authorized the mortgagee to bid at the said sale and purchase said property, if the highest bidder therefor, and authorized the Mortgagee or Auctioneer or any person conducting said sale for the Mortgagee to execute to the purchaser at the said sale a deed to the property so purchased.

NOW THEREFORE, in consideration of the premises and of a credit of Fifty-Five Thousand Four Hundred Eighty and 90/100 Dollars (\$55,480.90), said Charles D. Ricks, acting by and through the said AmSouth Bank, National Association, as Trustee aforesaid, by Herman H. Hamilton, Jr., as said auctioneer and the person conducting the said sale for the Mortgagee or Transferee of Mortgagee, and the said AmSouth Bank, National Association, as Trustee aforesaid by Herman H. Hamilton, Jr., as said auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and Herman H. Hamilton, Jr., as said auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, do hereby grant, bargain, sell and convey unto AmSouth Bank, National Association, as Trustee aforesaid, the following described real estate situated in Shelby County, Alabama, to-wit:

BOOK 268 PAGE 907

Lot 10, according to a Resurvey of Lots 5, 6 and part of Lots 7 and 8, Dunnam Farms, as recorded in Map Book 6, Page 85, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto AmSouth Bank, National Association, as Trustee aforesaid, forever; subject, however, to the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama;

IN WITNESS WHEREOF, the said AmSouth Bank, National Association, as Trustee aforesaid, has caused this instrument to be executed by Herman H. Hamilton, Jr., as auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and in witness whereof the said Herman H. Hamilton, Jr., has executed this instrument in his capacity as such auctioneer, on this the 5th day of December, 1989.

Charles D. Ricks, Mortgagor

By: AmSouth Bank, National Association, as Trustee for Alabama Housing Finance Authority, Mortgagee or Transferee of Mortgagee

By H. H. Hamilton, Jr.  
As Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee

AmSouth Bank, National Association, as Trustee for Alabama Housing Finance Authority, Mortgagee or Transferee of Mortgagee

By H. H. Hamilton, Jr.  
As Auctioneer and person conducting said sale for the Mortgagee or Transferee of Mortgagee

H. H. Hamilton, Jr.  
As Auctioneer and person conducting said sale for the Mortgagee or Transferee of Mortgagee

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

89 DEC -5 PM 1:26

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

STATE OF ALABAMA  
MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State of Alabama at Large, hereby certify that Herman H. Hamilton, Jr., whose name as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of the Mortgagee, 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 the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and with full authority executed this instrument voluntarily on the day the same bears date.

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

Mary O. Easterling  
Notary Public  
My commission expires: May 13, 1991

(Seal)

Address of Grantee is: c/o Real Estate Financing, Inc.  
P. O. Box 660  
Montgomery, Alabama 36195

NO TAX COLLECTED

1. Deed Tax -----	\$ -----
2. -----	\$ -----
3. -----	\$ 5.00
4. -----	\$ 3.00
5. -----	\$ 1.00
6. -----	\$ 1.00
Total -----	\$ 10.00

BOOK 268 PAGE 908