

STATE OF ALABAMA)
COUNTY OF SHELBY) FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, on the 10th day of April, 1987, William E. Peters and wife, Florence T. Peters executed a certain mortgage on the property hereinafter described to First Federal of Alabama, F.S.B. which mortgage was recorded in Mortgage Volume 124 at Page 883 in the Office of the Judge of Probate, of Shelby County, Alabama; and assigned to Federal Home Loan Mortgage Corporation in Volume 175 page 709 in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, in and by said mortgage, mortgagee or holder thereof 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 said sale under the power and authority contained therein 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 said 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 Federal Home Loan Mortgage Corporation did declare all of the indebtedness secured by said mortgage to be due and payable 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 November 15, 1989; November 22, 1989; and November 29, 1989.

WHEREAS, on 14th day of December, 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 Brent Thornley 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 Federal Home Loan Mortgage Corporation and whereas, the highest and best bid for the property described in the aforementioned mortgage in the amount of \$ 142,745.25, which sum of money Federal Home Loan Mortgage Corporation offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to Federal Home Loan Mortgage Corporation;

NOW THEREFORE, in consideration of the premises and a credit in the amount of \$ 142,745.25 on the indebtedness secured by said mortgage, Federal Home Loan Mortgage Corporation, by and through Brent Thornley as Auctioneer conducting said sale and as Attorney In Fact for the mortgagee, and Brent Thornley as said Auctioneer conducting said sale for the mortgagee, do hereby grant, bargain, sell and convey unto Federal Home Loan Mortgage Corporation the following described real estate situated in Shelby County, Alabama:

BOOK 270 PAGE 308

No. [redacted] Rec. Laurus, Nickles [redacted]

A parcel of land in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Begin at the SE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run west along the south boundary thereof for a distance of 431.90 feet; thence turn an angle to the right of 44 degrees 26 minutes 57 seconds and run in a northwesterly direction for a distance of 306.70 feet to the southeast boundary of Indian Crest Drive; thence turn an angle to the right of 89 degrees 01 minutes 04 seconds to tangent and run in a northeasterly direction along said boundary and along a curve to the left, said curve having a central angle of 2 degrees 21 minutes and 12 seconds and a radius of 1890.85 feet, for a distance of 77.66 feet to the end of said curve; thence continue in a northeasterly direction along said boundary tangent to said curve for a distance of 192.89 feet; thence turn an angle to the right of 90 degrees 22 minutes 52 seconds and run in a southeasterly direction for a distance of 630.00 feet to the point of beginning of the property herein described, containing 3.02 acres, more or less.

TO HAVE AND TO HOLD SAID PROPERTY unto Federal Home Loan Mortgage Corporation, its heirs, 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 of the State of Alabama.

IN WITNESS WHEREOF, Federal Home Loan Mortgage Corporation, has caused this instrument to be executed by and through Brent Thornley as the auctioneer conducting said foreclosure sale and as Attorney Fact for Federal Home Loan Mortgage Corporation, who has hereunto set his hand and seal on this the 14th day of December, 1989.

FEDERAL HOME LOAN MORTGAGE
CORPORATION

Brent Thornley
BRENT THORNLEY, Auctioneer
Conducting said sale for
Mortgages

Brent Thornley
BRENT THORNLEY
As Auctioneer and Attorney In
Fact

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County and State do hereby certify that Brent Thornley whose name as auctioneer, and attorney in fact for Federal Home Loan Mortgage Corporation 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 Auctioneer and Attorney In Fact and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 14th day of December, 1989.

Donna Smallwood
NOTARY PUBLIC

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 14th day of December, 1989.

Dorina Smallwood
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Maddox, MacLaurin, Nicholson & Thornley
Attorneys at Law
P.O. Box 248
Jasper, AL 35501

BOOK 270 PAGE 310

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

89 DEC 14 PM 12:28

Forclosure
Thomas A. Shanderson, Jr.
JUDGE OF PROBATE

NO TAX COLLECTED	
1. Deed Tax -----	\$
2. -----	\$
3. -----	\$ 7.50
4. -----	\$ 3.00
5. -----	\$ 6.00
6. -----	\$ 1.00
7. -----	\$ 12.50