

256

FORECLOSURE DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, default having been made in the payment of the indebtedness due by that certain promissory note and real estate mortgage securing payment of the same, executed by Ken Mitchell Builders, Inc., a Corporation, hereinafter referred to as "mortgagor", dated June 29, 1989, to First National Bank of Columbiana, a Corporation, as mortgagee, and recorded in Real Book 245, pages 309-314, office of Judge of Probate of Shelby County, Alabama, said mortgage having been subsequently assigned and transferred to Robert E. Lee, hereinafter referred to as "Holder of Mortgage", by Assignment of Mortgage document dated September 18, 1990, and recorded in Real Book 310, pages 356-357 in said Probate Office, which mortgage described the real estate hereinafter set out; and

WHEREAS, said real estate mortgage provided that the real estate described therein should be sold at public outcry to the highest bidder for cash after giving twenty-one days' notice by publication once a week for three consecutive weeks of the time, place and terms of sale, by publishing the same in a newspaper published in Shelby County, Alabama, in order to pay the sums remaining unpaid under the terms of said promissory note and mortgage after maturity or default of the same, and after mailing notice to the mortgagor in accordance with the mortgage; and

WHEREAS, said holder of mortgage did cause notice of the time, place and terms of sale of said real estate to be given in full compliance with the mortgage and the law of the State of Alabama, in The Shelby County Reporter in the issues of said paper published in Shelby County, Alabama, on January 16, 1991, January 23, 1991, and January 30, 1991, and did mail notice to the mortgagor in full compliance with the terms of the mortgage and the law of the State of Alabama, and

WHEREAS, in accordance with said notice and under the power of sale contained in said real estate mortgage, the real estate described in said mortgage was duly offered for sale at public outcry to the highest and best bidder, for cash, in front of the Shelby County Courthouse door (front entrance) in Columbiana, Alabama, at 11:30 o'clock a.m., on the 5th day of February, 1991, and at said sale, said real estate was purchased by Robert E. Lee, for the sum of Fifteen Thousand, Six Hundred Sixty-four and 64/100 (\$15,664.64) Dollars, which said sum of money was the highest and best bid for said real estate at said sale;

NOW, THEREFORE, in consideration of the premises, and of the payment of the sum of the above bid sum, by crediting the same upon the mortgaged indebtedness secured by said mortgage, said mortgagor, said mortgagee, and said holder of mortgage, and J. Frank Head, as Auctioneer, do hereby grant, bargain, sell and convey unto the said Robert E. Lee, hereinafter referred to as grantee, the following described real estate lying and situated in Shelby County, Alabama, to-wit:

BOOK 328 PAGE 216

J. F. H. J.

BOOK 328 PAGE 217

Parcel I

Part of SE 1/4 of SW 1/4 of Section 36, Township 19 South, Range 3 West, more particularly described as follows: Commence at the Southwest corner of the SE 1/4 of the SW 1/4 of Section 36, Township 19 South, Range 3 West, and run North along the West line of the Amended Map of Wildewood Village, Third Addition (Map Book 8, page 182), a distance of 41.79 feet to the point of beginning; thence turn an angle of 32 deg. 50 min. 05 sec. right and continue along the Northwest line of the Amended Map of Wildewood Village Third Addition a distance of 716.77 feet to an iron pin; thence turn an angle of 121 deg. 18 min. 26 sec. left and run Westerly a distance of 388.78 feet to an iron pin; thence turn an angle of 91 deg. 31 min. 39 sec. left and run South a distance of 612.62 feet to the point of beginning; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the above described premises unto the said grantee and grantee's heirs, successors and assigns, forever.

IN WITNESS WHEREOF, said mortgagee and holder of said mortgage, Robert E. Lee, acting by and through J. Frank Head, Attorney in Fact and Auctioneer, and J. Frank Head, Attorney in Fact, have hereunto set their hands and seals on this the 5th day of February, 1991.

Robert E. Lee,

By J. Frank Head
Attorney in Fact and Auctioneer

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

91 FEB -5 PM 1:40

Thomas G. Snowling Jr.
JUDGE OF PROBATE

J. FRANK HEAD

By J. Frank Head
Auctioneer

STATE OF ALABAMA

SHELBY COUNTY

1. Dead Tax	_____	<u>all tax Paid</u>
2. Mtg. Tax	_____	_____
3. Recording Fee	_____	<u>3.00</u>
4. Indexing Fee	_____	<u>3.00</u>
5. No Tax Fee	_____	<u>1.00</u>
6. Certified Fee	_____	<u>1.00</u>
Total	_____	<u>7.00</u>

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Frank Head, who is known to me, and whose name as Attorney in Fact and 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, as such Attorney in Fact and as such Auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of February, 1991.

Lance Brasher
Notary Public