

1845

STATE OF ALABAMA

COUNTY OF SHELBY

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That, whereas, hereto on, to wit: April 18th, 1989, Martis Lee Warren executed a certain mortgage on the property hereinafter described to FIRST NATIONAL BANK OF COLUMBIANA, said mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Volume 235, Page 179; 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 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 therefore; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said FIRST NATIONAL BANK OF COLUMBIANA, 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 April 3, 10, and 17, 1991; and

WHEREAS, on April 26, 1991, the day on which the foreclosure was due to be held under the terms of said notice, the sale was postponed and said FIRST NATIONAL BANK OF COLUMBIANA did give due and proper notice of the postponement of the foreclosure by publication in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, in its issue of May 1, 1991; and

WHEREAS, on May 24, 1991, the day on which the foreclosure was due to be held under the terms of said postponement notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and William R. Justice was the Auctioneer who conducted said sale for FIRST NATIONAL BANK OF COLUMBIANA; and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of First National Bank of Columbiana, in the amount of Fifteen Thousand Eight Hundred Eighty-Eight and 81/100 (\$15,888.81) Dollars which sum of money FIRST NATIONAL BANK OF COLUMBIANA offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to First National Bank of Columbiana; and

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of Fifteen Thousand Eight Hundred Eighty-Eight and 81/100 (\$15,888.81) Dollars, on the indebtedness secured by said mortgage, the said FIRST NATIONAL BANK OF COLUMBIANA, by and through William R. Justice, as Auctioneer conducting said sale and as Attorney in fact for FIRST NATIONAL BANK OF COLUMBIANA, and the said William R. Justice, as the Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said First National Bank of Columbiana, the following described property situated in Shelby County, Alabama, to-wit:

Begin at the point where the North line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 21, Township 21 South, Range 3 West, Shelby County, Alabama, crosses the East line of the Birmingham-Montevallo Highway; thence South 10 Degrees West along said East line 804.0 feet to the point of beginning; thence North 87 degrees East 265.0 feet; thence North 10 degrees East 155.0 feet; thence South 87 degrees West 265.0 feet; thence South 10 degrees West 155.0 feet to the point of beginning; being situated in Shelby County, Alabama.

Mineral and Mining Rights excepted.

TO HAVE AND TO HOLD the above described property unto First National Bank of Columbiana, and their 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 NATIONAL BANK OF COLUMBIANA, has caused this instrument to be executed by and through William R. Justice as Auctioneer conducting said sale, and as Attorney in Fact, and William R. Justice as Auctioneer conducting said sale, has hereto set his hand and seal on this the 24th day of May, 1991.

FIRST NATIONAL BANK OF COLUMBIANA,
Mortgagee:

By:

William R. Justice

William R. Justice
as Attorney in Fact and
Auctioneer.

By:

William R. Justice

William R. Justice
as Auctioneer conducting said
sale.

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that William R. Justice whose name as Auctioneer and Attorney in Fact for FIRST NATIONAL BANK OF COLUMBIANA, 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 Attorney in Fact, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 24th day of May, 1991.

Stephanie A. Freeman aka *Stephanie A. Willis*
Notary Public

My Commission Expires: *October 20, 1993*

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

91 MAY 28 PM 3:38

Thomas J. [illegible]
JUDGE OF PROBATE

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, being a Notary Public in and for said County, in said State, do hereby certify that William R. Justice, 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 said 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 the 24th day of May, 1991.

Stephanie A. Freeman aka *Stephanie A. Willis*
Notary Public

My Commission Expires: *October 20, 1993*

NO TAX COLLECTED
1.00
2.00
3.00
4.00
5.00
6.00
15.00