

STATE OF ALABAMA
COUNTY OF SHELBY

MORTGAGE FORECLOSURE DEED

2488

KNOW ALL MEN BY THESE PRESENTS, That, whereas, hereto on, to wit: February 21, 1989, Richard L. Mitchell and wife, Teresa A. Mitchell executed a certain mortgage on the property hereinafter described to FIRST NATIONAL BANK OF COLUMBIA, said mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Volume 228, Page 685; 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 Columbia, 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 COLUMBIA, 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 July 3, 10, and 17, 1991; and

WHEREAS, on July 26, 1991, 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 William R. Justice was the Auctioneer who conducted said sale for FIRST NATIONAL BANK OF COLUMBIA; and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of First National Bank of Columbia, in the amount of Twenty-Five Thousand Five Hundred and 00/100 (\$25,500.00) Dollars which sum of money FIRST NATIONAL BANK OF COLUMBIA offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to First National Bank of Columbia; and

2488

STATE OF ALABAMA

COUNTY OF SHELBY

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That, whereas, hereto on, to wit: February 21, 1989, Richard L. Mitchell and wife, Teresa A. Mitchell 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 228, Page 685; 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 July 3, 10, and 17, 1991; and

WHEREAS, on July 26, 1991, 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 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 Twenty-Five Thousand Five Hundred and 00/100 (\$25,500.00) 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

BOOK 357 PAGE 202

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 1st day of August, 1991.

Judy R. Davis
Notary Public

My Commission Expires:

7-3-94

BOOK 357 PAGE 201

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

91 AUG -6 AM 10:00

John R. [Signature]
JUDGE OF PROBATE

1. Court Fee	_____	<i>Not paid</i>
2. Notary Fee	_____	
3. Recording Fee	10.00	
4. Notary Fee	3.00	
5. Notary Fee	1.00	
6. Notary Fee	1.00	
Total	15.00	