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THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW
POST OFFICE BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA

MORTGAGE FORECLOSURE DEED

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that, WHEREAS, on or about April 16, 1990, James Anthony Johnson, a single man, executed a mortgage conveying the real estate hereinafter described in Shelby County, Alabama, to Charles E. Baxley, as Mortgagee, which said mortgage was recorded on April 16, 1990, in Real Record 287, Page 338, in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as "said mortgage" or words to that effect), which said mortgage and the indebtedness secured thereby are and were as of the date upon which this foreclosure proceeding was instituted, and are and were as of the date upon which this foreclosure deed was executed, the sole property of said Mortgagee; and

WHEREAS, in and by said mortgages said 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 real estate in front of the Courthouse door in the City of Columbiana, Shelby County, Alabama, after giving twenty-one days notice of the time, place, and terms, of said sale, by publication once a week for three consecutive weeks prior to said sale in some newspaper published in Shelby County, Alabama, such sale to be 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 the same the Mortgagee or any person conducting said sale for the Mortgagee might bid at the same and purchase said property if the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgages, and such default continuing, even though said Mortgagee gave prior written notice to said Mortgagors that such default would result in acceleration of said note and foreclosure of said mortgages; and,

WHEREAS, said Mortgagee did give due and proper notice of the foreclosure of said mortgages against all of the real property conveyed thereby, as is hereinafter described, by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of February 5, 12, and 19, 1992, and;

WHEREAS, on March 2, 1992, at approximately 12:00 o'clock noon, being the day and approximate time on which the foreclosure sale was scheduled to be held under the terms of said notice between the legal hours of sale, said foreclosure was duly and properly conducted and said Mortgagee did, in strict compliance with the power of sale contained in said mortgages, offer for sale at public outcry to the highest bidder for cash in front of the Shelby County Courthouse front door in the City of Columbiana, Shelby County, Alabama, the real estate hereinafter described and against which said Mortgagee held a first mortgage lien; and

WHEREAS, the undersigned, Mike T. Atchison, was the auctioneer, agent and attorney-in-fact who conducted said foreclosure sale and was the person conducting said sale for the said ~~Charles E. Baxley~~; and *Charles E. Baxley*

WHEREAS, the last, highest and best bid for said real estate described in said mortgages was the bid of Charles E. Baxley, in the amount of Eleven Thousand, Six Hundred Sixty-Nine and 83/100-----(\$11,669.83)---, which sum of money Charles E. Baxley offered as a credit toward a portion of the indebtedness secured by said mortgages, and said real estate was thereupon sold to Charles E. Baxley.

NOW THEREFORE, in consideration of the premises and a credit in the amount of Eleven Thousand, Six Hundred Sixty-Nine and 83/100-----DOLLARS (\$11,669.83) toward a portion of the indebtedness secured by said mortgages, the said Charles E. Baxley, acting by and through Mike T. Atchison, as auctioneer conducting said sale and as attorney-in-fact for Charles E. Baxley, James Anthony Johnson, respectively, and by and through Mike T. Atchison, as auctioneer conducting said sale, does hereby grant, bargain, sell and convey

unto the said Charles E. Baxley, the following described real estate situated in Shelby County, Alabama, together with all improvements thereon and appurtenances thereto, to-wit:

That portion of Block 117, according to Dunstan's Map of the Town of Calera, Alabama, more particularly described as follows: Begin at the SE intersection of 8th Avenue and 8th Street in Calera; thence East 200 feet; thence South 200 feet; thence West 55 feet; thence North 66 feet; thence West 145 feet; thence North 135 feet to the point of beginning.
Situating in the Town of Calera, Alabama.

TO HAVE AND TO HOLD the above described real estate unto the said Charles E. Baxley, together with the hereditaments and appurtenances thereto belonging; subject, however, to the statutory right-of-redemption from said foreclosure sale on the part of those entitled to redeem, as provided by the laws of Alabama, and to all easements, restrictions and rights-of-way of record or evident through use; and ad valorem taxes for 1992 and subsequent years.

IN WITNESS WHEREOF, the said Charles E. Baxley and James Anthony Johnson, have caused this instrument to be executed by and through Mike T. Atchison, acting as auctioneer conducting said sale and as attorney-in-fact for all parties separately, and Mike T. Atchison, as auctioneer conducting said sale and as attorney-in-fact for each of said parties, has hereto set his hand and seal on this the 2nd day of March, 1992.

James Anthony Johnson
James Anthony Johnson

Charles E. Baxley
Charles E. Baxley

Mike T. Atchison
Mike T. Atchison, as Auctioneer
and Attorney-in-fact

Mike T. Atchison
Mike T. Atchison, as Auctioneer
and Attorney-in-fact

Mike T. Atchison
Mike T. Atchison, 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 Mike T. Atchison, whose name as Auctioneer is signed to the foregoing conveyance, and who signed the names of James Anthony Johnson to the above conveyance, and also signed the name of Charles E. Baxley 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 executed the same voluntarily on the day the same bears date, as the action of himself as Auctioneer and the person conducting said foreclosure sale for the said Mortgagee, with full authority, for and as the act of said Mortgagee, and for and as the act of Charles E. Baxley, in the mortgage referred to in the foregoing deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, on this the 2nd day of March, 1992.

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

92 MAR -2 PM 12:23

JUDGE OF PROBATE

Janet F. Pearson
Notary Public

1. Deed Tax	NO TAX COLLECTED
2. Mfg. Tax	\$
3. Recording Fee	\$ 5.00
4. Indexing Fee	\$ 5.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
Total	\$ 10.00