

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that whereas, heretofore, on, to-wit: November 26, 1990, Crawford Mims executed a certain mortgage on property hereinafter described to First Bank of Childersburg, which said mortgage is recorded at Mortgage Book 319, page 895 in the Office of the Judge of Probate of Shelby County, Alabama; 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 the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some news paper published in said City and County by publication once a week for three 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 the 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 therefor; and

Whereas, default was made in the payment of the indebtedness secured by said mortgage, and the said First Bank of Childersburg did declare all of the indebtedness secured by 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 of general circulation published in Shelby County, Alabama in its issues of April 13, April 20 and April 27, 1994; and

Whereas, on May 9, 1994, the day on which the forelosure was due to be held under the terms of said notice between the legal hours of sale, said foreclosure was duly conducted and

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004 MCD 17.00

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did offer for sale and sell at public outcry in front of the courthouse door in Shelby County, Alabama, the property hereinafter described; and

Whereas, Mark A. Rasco was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the said mortgagee and whereas the said mortgagee was the highest bidder and best bidder, in the amount of \$26,748.65 on the indebtedness secured by said mortgage, the said mortgagee by and through Mark A. Rasco, as auctioneer conducting said sale, and as Attorney-In-Fact for First Bank of Childersburg and by and through Mark A. Rasco, as auctioneer conducting said sale, does hereby grant, bargain, sell and convey unto First Bank of Childersburg the following described property situated in Shelby County, Alabama.

Commence at the Northeast corner of Section 27, Township 18 South, Range 2 East, thence run South along the East boundary line of said Section for 2861.73 feet, more or less; thence turn an angle of 108 degrees 29 minutes right and run 1007.04 feet, more or less, to the West right-of-way line of Shelby County Highway No. 57; thence turn an angle of 98 degrees 27 minutes 01 seconds left and run along said road right-of-way for 105.0 feet; thence turn an angle of 03 degrees 02 minutes 48 seconds left and run along said road right-of-way line for 105.0 feet to the point of beginning; thence turn an angle of 01 degree 42 minutes 22 seconds left and run along said road right-of-way line for 210.0 feet; thence turn an angle of 95 degrees 15 minutes 57 seconds right and run 210.0 feet; thence turn an angle of 86 degrees 25 minutes 01 seconds right and run 210.0 feet; thence turn an angle of 93 degrees 43 minutes 01 seconds right and run 203.85 feet to the point of beginning; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, the above described property unto First Bank of Childersburg its 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 in the State of Alabama.

IN WITNESS WHEREOF, First Bank of Childersburg has caused this instrument to be executed by and through Mark A. Rasco as auctioneer conducting said sale and as Attorney-In-Fact for all parties separately, and Mark A. Rasco, as auctioneer conducting

said sale and as Attorney-In-Fact and Mark A. Rasco as  
auctioneer conducting said sale has hereunto set his hand and  
seal on this the 10th day of May, 1994.

Mark A. Rasco

Mark A. Rasco  
As Auctioneer and  
Attorney in Fact

Mark A. Rasco

Mark A. Rasco  
As Auctioneer conducting  
said sale

STATE OF ALABAMA

TALLADEGA COUNTY

I, Linda Stuart, a Notary Public in and for said County,  
in said State, hereby certify that Mark A. Rasco whose name as  
Auctioneer and Attorney-In-Fact for First Bank of Childersburg  
and as Auctioneer conducting said sale, 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 and Attorney  
In Fact and with full authority executed the same voluntarily  
on the day the same bears date, as the action of himself as  
Auctioneer and the person conducting the same for First Bank of  
Childersburg for and as the act of said mortgagee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal  
this the \_\_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
Notary Public

**STATE OF ALABAMA**  
**SHELBY COUNTY**

Personally appeared before me, Judge of Probate, in and for said county, **Kim N. Price**, who being duly sworn according to law deposes and says that he is Publisher of the **SHELBY COUNTY REPORTER**, a newspaper published in said county, and that publication of a certain notice, a true copy of which is hereto affixed, has been made in said newspaper 3 weeks consecutively, to-wit in issues thereof dated as follows: April 13 20 27, 1994

Kim N. Rice, Publisher  
subscribed and sworn before me, this 28 day of  
April, 19 94.  
THOMAS A. SNOWDEN, JR., Judge of Probate

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**LEGAL NOTICE  
MORTGAGE FORECLOSURE  
SALE**

Whereas, default having been made by the defendant of the indebtedness secured by that certain mortgage dated November 29, 1900 by Plaintiff and Mrs. F. B. Smith of Shelby County, Alabama, and the same mortgage being recorded in the Clerk of the County of Shelby, Alabama, County Records, Volume 2, Page 10, and said default continuing, Plaintiff, the owner of said mortgage, is hereby notified to declare the same mortgage null and void, mortgage due and payable as provided for therein, notice is hereby given in accordance with the power of said mortgage in said mortgage and in the following manner, to-wit: That on or about May 2, 1904, the said at Public Sale and to the highest bidder for cash, in front of the Court-House door in Shelby County, Alabama, between legal hours of sale on May 2, 1904, the following described real property lying and being in Shelby County, Alabama, to-wit:

Commence at the Northeast corner of Section 27, Township 18 South, Range 2 East, thence run South along the East boundary line of said Section for 2661.73 feet, more or less; thence turn an angle of 10 degrees 28 minutes right and run 1007.04 feet, more or less, to the West right-of-way line of Shelby County Highway No. 57; thence turn an angle of 10 degrees 27 minutes 01 seconds left and run along said road right-of-way for 106.0 feet; thence turn an angle of 03 degrees 02 minutes 46 seconds left and run along said road right-of-way line for 109.7 feet to the point of beginning; thence turn an angle of 01 degree 42 minutes 22 seconds left and run along said road right-of-way line for 219.0 feet; thence turn an angle of 05 degrees 10 minutes 57 seconds right and run 214.0 feet; thence run an angle of 36 degrees 25 minutes 01 seconds right and run 210.0 feet; thence turn an angle of 08 degrees 43 minutes 01 seconds right and run 111.0 feet to the point of beginning; being located in Shelby County.

It is further agreed, as to the proceeds of selling the debt on the mortgage and all costs and expenses of foreclosure on same; as provided for in said mortgage, that the proceeds of said sale will be applied as directed and in said mortgage.

This 10th day of April, 1904.

First Bank of Chicago  
Mortgagee

Mark A. Falco,  
Attorney for Mortgagee  
Gibbs Gaines Gault & Falco,  
P.C.  
P. O. Box 576  
Tomball, Texas 77375  
April 12, 19, 27, 1993

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