

STATE OF ALABAMA

COUNTY OF SHELBY

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That, whereas, on, July 21, 1995, Ronald E. Jones, a single person, 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 Instrument #1995-19834; 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 therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said FIRST NATIONAL BANK OF SHELBY COUNTY, f/d/b/a 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 September 25, October 2, and October 9, 1996 with a sale date of October 18, 1996; and on October 23, 1996 continuing the sale until October 25, 1996; and

WHEREAS, on October 25, 1996, 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 SHELBY COUNTY; and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of First National Bank of Shelby County, in the amount of \$149,318.57 Dollars which sum of money FIRST NATIONAL BANK OF SHELBY COUNTY offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to First National Bank of Shelby County; and

10/25/1996-35511
11:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 18.00

Inst # 1996-35511

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of \$149,318.57 Dollars, on the indebtedness secured by said mortgage, the said FIRST NATIONAL BANK OF SHELBY COUNTY, by and through William R. Justice, as Auctioneer conducting said sale and as Attorney in fact for FIRST NATIONAL BANK OF SHELBY COUNTY, 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 Shelby County, the following described property situated in Shelby County, Alabama, to-wit:

A part of the SW 1/4 of NE 1/4 and a part of the NW 1/4 of SE 1/4, Section 1, Township 24 North, Range 15 East, being more particularly described as follows:

Commence at the SE corner of the SE 1/4 of the NE 1/4 of Section 1, Township 24 North, Range 15 East, Shelby County, Alabama; thence Westerly along the South line of 1/4 Section for 1512.86 feet to the point of beginning of the tract herein described; thence turn an angle to the right of 89 deg. 58 min. and run North 296.13 feet; thence turn 90 deg. left and run 150.00 feet; thence turn 90 deg. left and run 296.21 feet to a point on the South line of the SW 1/4 of NE 1/4; thence continue South to a point on the North shore line of Lay Lake; thence run Southeasterly along the shore line of Lay Lake to a point due South of the point of beginning; thence turn left and run North to the point of beginning.

Also, an easement for ingress and egress, described as follows:

Commence at the SE corner of the SE 1/4 of NE 1/4 of Section 1, Township 24 North, Range 15 East; thence Westerly along the South line of said 1/4 1/4 Section for 1812.86 feet thence turn right 90 deg. 02 min. Northerly for 206.30 feet to the point of beginning of the egress easement herein described, said easement being a 60 foot side strip along an existing road bed and lying 35 feet North and 25 feet South of the following line, from the point of beginning; turn right 90 deg. for 450 feet; thence turn right 10 deg. for 162.47 feet to the end of said easement.

All being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto First National Bank of Shelby County, and his, her, its or 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 SHELBY COUNTY, 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 25th day of October, 1996.

FIRST NATIONAL BANK OF SHELBY
COUNTY,
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 SHELBY COUNTY, 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 25th day of October, 1996.

Janice L. Shelton Ross
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES JULY 12, 1997

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 25th day of October, 1996.

Janice L. Shelton Ross
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES JULY 12, 1997

Document prepared by, and send tax notice to:

First National Bank of Shelby County
P.O. Box 977
Columbiana, AL 35051

Inst # 1996-35511

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SHELBY COUNTY JUDGE OF PROBATE
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