

STATE OF ALABAMA

COUNTY OF SHELBY

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That, whereas, on, February 3, 1992, April 22, 1993 and May 11, 1994, Stanley Ray Jones and Elizabeth R. Jones, husband and wife, executed certain mortgages on the property hereinafter described to FIRST NATIONAL BANK OF COLUMBIANA, said mortgages being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Book 386, Page 765; in Instrument #1993-11351; as amended in Instrument #1993-31340, and in Instrument #1994-15532; and

WHEREAS, in and by said mortgages, 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 mortgages 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 mortgages 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 mortgages, 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 mortgages due and payable and said mortgages subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgages by publication in The Shelby County Reporter, a newspaper published in Shelby County, Alabama, in its issues of December 17, December 24, 1997 and December 31, 1997 with a sale date of January 9, 1998; and

WHEREAS, on January 9, 1998, 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 Vicki N. Smith 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 mortgages was the bid of First National Bank of Shelby County, in the amount of \$107,279.05 Dollars which sum of money FIRST NATIONAL BANK OF SHELBY COUNTY offered to credit on the indebtedness secured by said mortgages and said property was thereupon sold to First National Bank of Shelby County; and

01/09/1998-00738
11:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 14.50

Inst # 1998-00738

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of \$107,279.05 Dollars, on the indebtedness secured by said mortgages, the said FIRST NATIONAL BANK OF SHELBY COUNTY, by and through Vicki N. Smith, as Auctioneer conducting said sale and as Attorney in fact for FIRST NATIONAL BANK OF SHELBY COUNTY, and the said Vicki N. Smith, 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:

That part of the West 5 acres of the SE 1/4 of the SW 1/4 of Section 8, Township 22 South, Range 1 East, which lies South of the Shelby-Mosteller paved highway; 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 Vicki N. Smith as Auctioneer conducting said sale, and as Attorney in Fact, and Vicki N. Smith as Auctioneer conducting said sale, has hereto set her hand and seal on this the 9th day of January, 1998.

FIRST NATIONAL BANK OF SHELBY COUNTY,
Mortgagee:

By:

Vicki N. Smith

Vicki N. Smith

as Attorney in Fact and Auctioneer.

By:

Vicki N. Smith

Vicki N. Smith

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 Vicki N. Smith 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, she, in her 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 9th day of January, 1998.


Notary Public

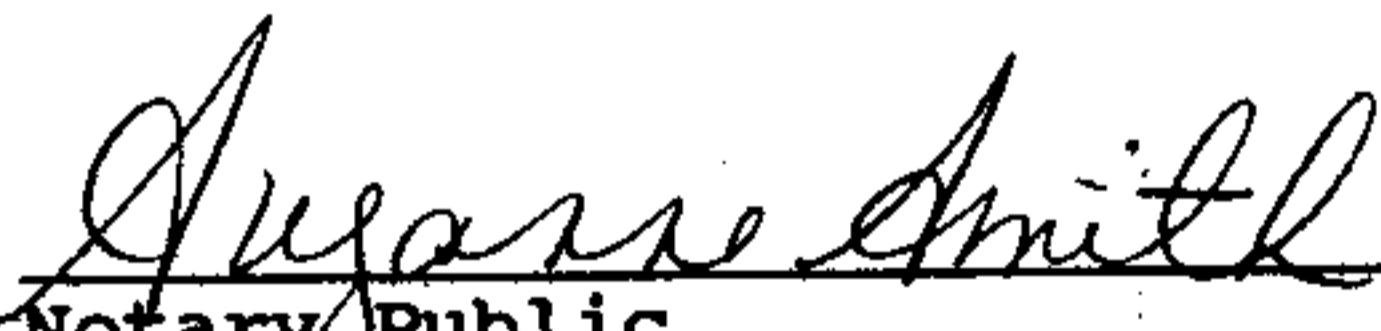
My Commission Expires:

MY COMMISSION EXPIRES AUGUST 19, 2000

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, being a Notary Public in and for said County, in said State, do hereby certify that Vicki N. Smith, 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, she, in her 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 9th day of January, 1998.


Notary Public

My Commission Expires:

MY COMMISSION EXPIRES AUGUST 19, 2000

Document prepared by, and send tax notice to:

First National Bank of Shelby County
P.O. Box 977
Columbiana, AL 35051
Attn: Legal Department

Inst # 1998-00738

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11:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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