
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 4th day of April, 1995, George R. Vansant and wife, Tina L. Vansant, executed a mortgage conveying the real estate hereinafter described in Shelby County, Alabama, to Michael Stephen Barrow and Linda Barrow, as Mortgagee, which said mortgage was recorded in Instrument #1995-08646, 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 is and was as of the date upon which this foreclosure proceeding was instituted, and is and was as of the date upon which this foreclosure deed was executed, the sole property of said Mortgagee; and

WHEREAS, in and by said mortgage 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 Court-house 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 mortgage, and such default continuing, the said Mortgagee 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 July 19, 26, and August 2, 2000, and;

WHEREAS, on August 14, 2000, 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 mortgage, 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 Michael Stephen Barrow and Linda Barrow; and

WHEREAS, the last, highest and best bid for said real estate described in said mortgage was the bid of Michael Stephen Barrow and Linda Barrow in the amount of Fifty-Four Thousand, Fifty-Nine and 25/100---Dollars, which sum of money was offered as credit toward a portion of the indebtedness secured by said mortgage, and said real estate was thereupon sold to Michael Stephen Barrow and Linda Barrow.

NOW THEREFORE, in consideration of the premises and a credit in the amount of Fifty-Nine Thousand, Fifty-Nine and 25/100-----dollars toward a portion of the indebtedness secured by said mortgage, the said Michael Stephen Barrow and Linda Barrow, acting by and through Mike T. Atchison, as auctioneer conducting said sale and as attorney-in-fact for Michael Stephen Barrow and Linda Barrow, and for George R. Vansant and wife, Tina L. Vansant, respectively, and by and through Mike T. Atchison, as auctioneer conducting said sale, does hereby grant, bargain, sell and convey unto the said Michael Stephen Barrow and Linda Barrow, the following described real estate situated in Shelby County, Alabama, together with all improvements thereon and appurtenances thereto, to-wit:

A parcel of land in the North 1/2 of the NE 1/4 of Section 25, Township 21 South, Range 1 West, Shelby County, Alabama, described as follows:
Commence at the NE corner of said Section 25; thence run South along the East Section line 570.07 feet; thence turn right 90 degrees 00 minutes 00 seconds and run West 1211.69 feet to a point on the centerline of Beeswax Road; thence turn left 90 degrees 56 minutes 33 seconds and run South 329.49 feet; thence turn right 84 degrees 41 minutes 00 seconds and run Westerly 100.86 feet; thence turn left 18 degrees 21 minutes 13 seconds and run Southwesterly 79.60 feet to the point of beginning; thence turn right 26 degrees 02 minutes 12 seconds and run Westerly 172.10 feet; thence turn left 51 degrees 21 minutes 00 seconds and run Southwest 191.06 feet to a point on a counterclockwise curve on the Northerly right of way of Shelby County Highway #28, said curve having a central angle of 18 degrees 30 minutes 55 seconds and a radius of 838.37 feet; thence turn left 107 degrees 44 minutes 20 seconds to the tangent of said curve and


08/15/2000-27845
09:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 12.00


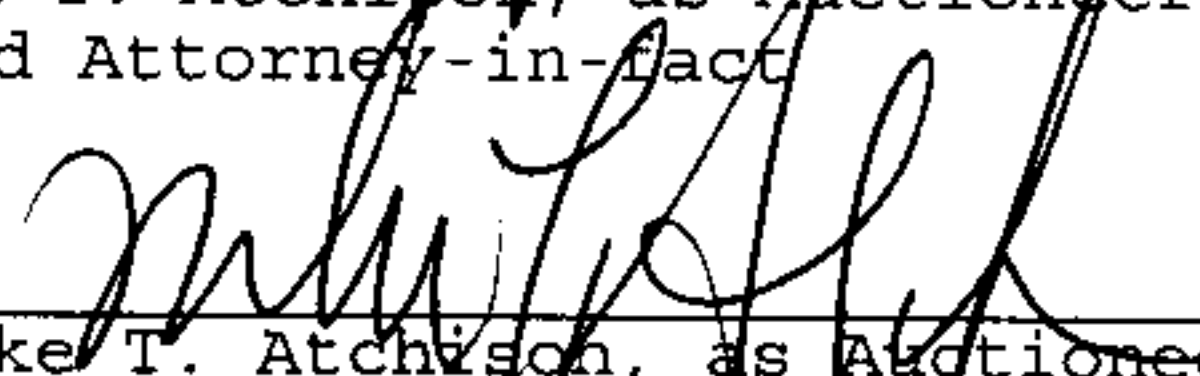
Inst # 2000-27845

run Southeasterly along the arc of said curve 270.92 feet to the point of tangent of said curve; thence turn left 84 degrees 44 minutes 30 seconds to the tangent of said curve and run Northeasterly 205.51 feet to the point of beginning.
Situating in Shelby County, Alabama.

TO HAVE AND TO HOLD the above described real estate unto the said Michael Stephen Barrow and Linda Barrow, his successors and assigns forever, 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.

IN WITNESS WHEREOF, the said Michael Stephen Barrow and Linda Barrow and George R. Vansant and wife, Tina L. Vansant 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 11th day of August, 2000.


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


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

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 Michael Stephen Barrow and Linda Barrow to the above conveyance, and also signed the names of George R. Vansant and wife, Tina L. Vansant, 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 George R. Vansant and wife, Tina L. Vansant, in the mortgage referred to in the foregoing deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, on this the 11th day of August, 2000.


Notary Public

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SHELBY COUNTY JUDGE OF PROBATE
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