

Foreclosure Deed

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

WHEREAS, **EDWARD SIMMONS**, and **PAULA SIMMONS**, a married couple, did on 09 December, 2002, execute a mortgage conveyance which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument #20021218000632970, respectively, which mortgage did convey the lands hereinafter described to **CENTRAL STATE BANK**; and

WHEREAS, in and by the terms of said mortgage, the mortgagee, **CENTRAL STATE BANK**, and assigns, or any person conducting said sale for mortgagee, were authorized and empowered to sell the hereinafter described property upon default in the payment of the principal sum secured by said mortgage and the interest thereon, at auction for cash, at the Shelby County Courthouse, in the City of Columbiana, Alabama, after having given notice thereof for three weeks by publication once a week in any newspaper then published in the said City, and execute the proper conveyance to the purchaser and further, that the auctioneer or person making the sale was empowered and directed to make and execute a deed to the purchaser in the names of the mortgagors; and

WHEREAS, there was default in the payment of the principal sum secured by said mortgage and the interest thereon and said default continuing, and after said default notice was given as required in said mortgage of the time, place and term of sale, together with a description of said property to be sold and the purpose of such sale by publication once a week for three consecutive weeks, viz: 21 January, 2004, 28 January, 2004, and 04 February, 2004, in the *Shelby County Reporter*, a newspaper, then and now published in the City of Columbiana, Alabama; and

WHEREAS, pursuant to said notice, said property was offered for sale during the legal hours of sale by *Clint C. Thomas, Esq.*, as attorney-in-fact for the mortgagors and as attorney-in-fact for said mortgagee, and *Clint C. Thomas, Esq.*, as auctioneer and person making the sale, at the Shelby County Courthouse, in the City of Columbiana, Alabama, on 12 February, 2004, and at said sale Central State Bank was the highest bidder for the said property at and for the sum of Forty-Six Thousand Four Hundred Seventy Dollars and 81/100 (\$ 46,470.81), and said property was sold to the said Central State Bank at and for the sum aforesaid.

NOW THEREFORE, the premises considered, the said mortgagee, **CENTRAL STATE BANK**, by and through its attorney-in-fact, *Clint C. Thomas, Esq.*, duly authorized as aforesaid and *Clint C. Thomas, Esq.*, as the auctioneer and person making the sale, by virtue of and in execution of the powers contained in said mortgage conveyance as aforesaid, for and in consideration of the sum of Forty-Six Thousand Four Hundred Seventy Dollars and 81/100 (\$ 46,470.81) to me in hand paid by the said Central State Bank, receipt of which is hereby acknowledged,

Clint Thomas

we do GRANT, BARGAIN, SELL and CONVEY unto the said Central State Bank the following described real estate lying and being situated in the County of Shelby, State of Alabama, to wit:

A part of the NW 1/4 of SW 1/4 of Section 28, Township 21 South, Range 3 West, more particularly described as follows: Begin at the SW corner of said forty acres and run North along West line of said forty a distance of 246 feet to SW corner of Alexander lands; thence North 87 degrees 30' East along the South line of Alexander Lands a distance of 467.5 feet to the SW corner of Sewell Tract of land; thence continue East along South line of Sewell Land to intersection with West right of way line of Montevallo-Maylene Highway; thence in a Southeasterly direction along the West right of way line of said Highway to the intersection with South line of forty acres; thence West along South line of NE 1/4 of SE 1/4 of said Section to the Point of Beginning. Together with rights to use the easements reserved in deed recorded in Real Record 259, Page 760, in Probate Office. LESS & EXCEPT THE FOLLOWING PARCELS: EXCEPTION 1: Commence at the Southwest corner of the NW 1/4 of the SW 1/4, Section 28 Township 21 South, Range 3 West, Shelby County, and run thence Easterly along the South line of said 1/4-1/4 Section a distance of 720.96 feet to a point; thence 124 degrees 45' 49" seconds left and run 105.0 feet to a point of beginning of the property herein described; thence 6 degrees 30' 09" left and run 149.59 feet to a point; thence turn 15 degrees 08' 22" left and run 49.47 feet to a point on the Westerly right of way line of Highway No. 17; thence turn 85 degrees 28' 25" left and run Northwesterly along said right of way line 65.37 feet to a point; thence turn 124 degrees 45' 49" left and run Westerly 251.83 feet to a point; thence turn 89 degrees 59' 55" left and run 159.26 feet to the point of beginning. EXCEPTION 2: Commence at the Southwest corner of the NW 1/4 of the SW 1/4 of Section 28, Township 21 South, Range 3 West, Shelby County, Alabama, and run thence Easterly along the South line of said Quarter-Quarter Section a distance of 720.96 feet to a point; thence turn 124 degrees 45' 49" left and run 105.0 feet to a point; thence turn 124 degrees 45' 49" right and run Easterly a distance of 170.0 feet to the point of beginning of the property being described; thence continue last described course a distance of 250 feet to a point on the Westerly right of way line of Highway No. 17; thence turn 124 degrees 45' 59" left and run Northwesterly along said right of way line 102.36 feet to a point; thence turn 85 degrees 42' 52" left and run 66.17 feet to a point; thence turn 10 degrees 03' 06" right and run 143.64 fee to the point of beginning. EXCEPTION 3: That certain tract of land descried as beginning at the pont of intersection of the West line of the Montevallo and Elyton public road, as located and used on September 16, 1935, with the South line of Section 28, Township 21, Range 3 West; run thence North along the West right of way of said Eylton-Montevallo public road as located in 1935 as aforesaid, a distance of 105 feet; run thence West and parallel with the South line of said Section 28, a distance of 420 feet; run thence South and parallel with the right of way of said Montevallo and Elyton public road, as aforesaid, a distance of 105 feet to the South line of said Section 28; run thence East along the South line of said Section 28, a distance of 420 feet, more or less, to the point of beginning.

TO HAVE AND TO HOLD unto the said Central State Bank, FOREVER.

IN WITNESS WHEREOF, the mortgagee, **CENTRAL STATE BANK**, by and through its attorney-in-fact, *Clint C. Thomas, Esq.*, and the said *Clint C. Thomas, Esq.*, as auctioneer and person making the sale, have hereunto set my hand and seal this 12 Day of February, 2004.

CENTRAL STATE BANK



BY: Clint C. Thomas, Esq.
Attorney at Law
Attorney-in-Fact & Auctioneer for Mortgagee

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Clint C. Thomas, Esq., whose name as attorney-in-fact for Central State Bank, and as auctioneer for same, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that being informed of the contents of this conveyance, that he, in his capacity as such attorney-in-fact for Central State Bank, and with full authority, executed the same voluntarily for and as the act of said Central State Bank, and that he, in his capacity as auctioneer and person making the said sale, being informed as such auctioneer and person making the said sale, being informed of the contents of this conveyance and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the 12th Day of February, 2004.



NOTARY PUBLIC

My Commission Expires: 07 May, 2006

MY COMMISSION EXPIRES MARCH 12, 2007

This Instrument Prepared By:

Clint C. Thomas, P.C.
Attorney at Law
P.O. Box 1422
Calera, AL 35040