


STATE OF ALABAMA       §  
                                     §  
SHELBY COUNTY           §

  
20120905000335220 1/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
09/05/2012 01:13:21 PM FILED/CERT

**MORTGAGE FORECLOSURE DEED**

WHEREAS, **GARY R. HENSON AND WIFE, JACQUELINE R. HENSON**, did on the 5<sup>th</sup> day of November, 2003, execute a certain mortgage to Coosa Pines Federal Credit Union, to secure the indebtedness therein set out and mentioned, said mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20031112000747550, said mortgage covering the lands herein described and the indebtedness thereby secured being due the said Coosa Pines Federal Credit Union, and,

WHEREAS, there is a provision and condition in said mortgage that if said mortgagors shall fail to pay said indebtedness when the same falls due then the mortgagee shall be authorized to take possession of the premises and, after giving notice of the time, place and terms of sale, together with a description of the property described in said mortgage by advertising same once a week for three (3) consecutive weeks in a newspaper circulated in Shelby County, Alabama, either in person or by an agent or attorney, to sell said property at public outcry to the highest bidder for cash, said sale to be held at the courthouse doors of said County; and,

WHEREAS, **GARY R. HENSON AND WIFE, JACQUELINE R. HENSON**, did default in the payment of the indebtedness secured by said mortgage and,

WHEREAS, said mortgagee, Coosa Pines Federal Credit Union, the owner of said mortgage and the indebtedness secured thereby, did advertise same by publishing notice of foreclosure, said advertisement having been published in the SHELBY COUNTY REPORTER newspaper on August 1, 2012, August 8, 2012 and August 15,

2012, each of the publications giving notice of the time, place and terms of said sale together with a description of the property. Said publications being shown by the affidavits which are attached to this mortgage foreclosure deed, and,

WHEREAS, said property was offered for sale in front of the Shelby County Courthouse in the City of Columbiana, Shelby County, Alabama, at 12 o'clock noon on September 5, 2012, the said hour and date being within the legal hours of the sale as stated in said notices, and,

WHEREAS, at said sale Coosa Pines Federal Credit Union, made the highest, last and best bid for cash for said property;

THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, Barry D. Vaughn of Proctor & Vaughn, LLC, as attorney for said owners of said mortgage and as auctioneer of said sale under and by virtue of the powers conferred upon me under the terms and conditions contained in said mortgage by and on behalf of the said owners of said mortgage and as auctioneer for and in consideration of One Hundred Seventy Eight Thousand Twenty Nine Dollars and 60/100 (\$178,029.60) to me in hand paid by Coosa Pines Federal Credit Union, the receipt whereof is hereby acknowledged, I have granted, bargained and sold and by these presents do grant, bargain, sell and convey unto the said Coosa Pines Federal Credit Union, the following described real estate and all of the rights, title and interest owned by the said Gary R. Henson and wife, Jacqueline R. Henson, in and to the following described real estate, situated in Shelby County, Alabama, to-wit:

A part of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 13, Township 19 South, Range 2 East, Shelby County, Alabama, and being more particularly described as follows: Commence at the Northwest corner of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  for the point of beginning of herein described parcel of land and proceed South 88 degrees 39 minutes 24 seconds East for 1293.51 feet to a point on the Westerly right-of-way boundary of Bates Road (R/W 50'); thence proceed South 00 degrees 19 minutes 21 seconds along the West boundary of said road, 424.45 feet; thence leaving said road proceed North 88 degrees 01 minute 01 seconds West 1293.78 feet to a point on the West boundary of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  ; thence

proceed North 0 degrees 18 minutes 46 seconds East along the West boundary of said SW ¼ of the NE ¼ for 410.00 feet back to the point of beginning, shown as Parcel A on the L. M. Davis Property Boundary, as recorded in Map Book 9, Page 21, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the above granted premises unto the said Coosa Pines Federal Credit Union, it's successors and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 5<sup>th</sup> day of September, 2012.

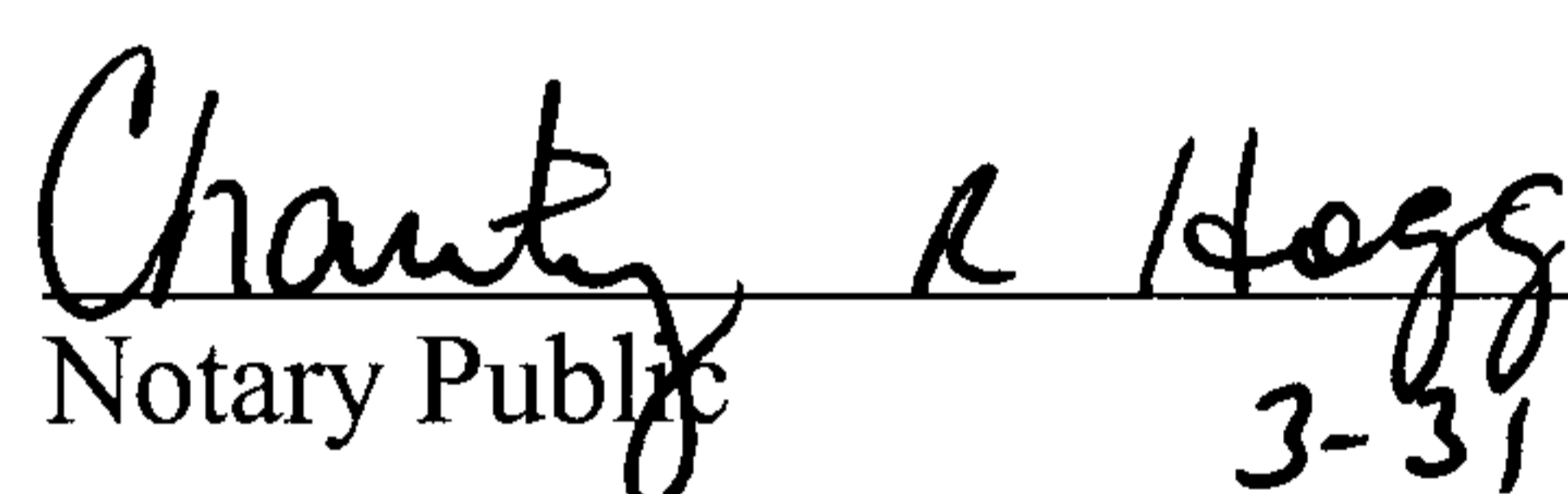
Coosa Pines Federal Credit Union

BY:   
Barry D. Vaughn, Auctioneer


STATE OF ALABAMA     §  
                                     §  
SHELBY COUNTY         §

I, the undersigned authority in and for said County in said State, hereby certify that Barry D. Vaughn, whose name is signed, as Attorney for Mortgagee and as Auctioneer and as Attorney-in-Fact for Mortgagors, to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5<sup>th</sup> day of September, 2012.

  
Notary Public     3-31-2016

THIS INSTRUMENT PREPARED BY:  
PROCTOR & VAUGHN, LLC  
Post Office Box 2129  
Sylacauga, Alabama 35150  
File Number 45.1403

  
20120905000335220 3/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
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# Publisher's Certificate of Publication

## STATE OF ALABAMA SHELBY COUNTY

Personally appeared before me, the undersigned Notary Public, in and for said state and county, **Tim Prince**, who, being duly sworn according to the law deposes and says that he is Publisher of the ***Shelby County Reporter*** a newspaper published in said county, and the publication of a certain notice, a true copy of which is hereto affixed, has been made in said newspaper 3 week(s) consecutively, to-wit in issues thereof dated as follows:

1st day of August, 2012  
8th day of August, 2012  
15th day of August, 2012

The sum charged by the Newspaper for said publication is the actual lowest rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper in which the public notice appeared.

No agreement with the publisher, manager or printer exists whereby any gain or profit is to accrue to any officer charged with the duty of advertising legal notices.



Publisher, *Shelby County Reporter*

Sworn to and subscribed before me this 15th day of

August, 2012.

*Mary Jo Esbridge*

Notary Public,  
State of Alabama at large

My commission expires April 13, 2014

### LEGAL NOTICE

STATE OF ALABAMA  
COUNTY OF SHELBY

### NOTICE OF MORTGAGE FORECLOSURE SALE

WHEREAS, Default having been made in the making of payments when due, being condition broken, under that mortgage executed by GARY R. HENSON AND WIFE, JACQUELINE R. HENSON, in favor of COOSA PINES FEDERAL CREDIT UNION, on November 5, 2003, which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20031112000747550, and to which reference is made for its provisions, notice is hereby given for thirty (30) days by publication once a week for three (3) consecutive weeks in The Shelby County Reporter, a newspaper published and circulated in Shelby County, Alabama, the County where the mortgaged lands are situated by publication on August 1, 2012, August 8, 2012 and August 15, 2012, that we will sell to the highest bidder for cash, in accordance with this Mortgage, by public auction at the door of the Courthouse of Shelby County, Alabama, at Columbiana, Alabama, between the hours of 11:00 a.m. and 4:00 p.m. on September 5, 2012, as attorneys and auctioneers for Coosa Pines Federal Credit Union, owners of this mortgage, the following described real estate, situated in Shelby County, Alabama:

A part of the SW 1/4 of the NE 1/4 of Section 13, Township 19 South, Range 2 East, Shelby County, Alabama, and being more particularly described as follows: Commence at the Northwest corner of said SW 1/4 of the NE 1/4 for the point of beginning of herein described parcel of land and proceed South 88 degrees 39 minutes 24 seconds East for 1293.51 feet to a point on the Westerly right-of-way boundary of Bates Road (R/W 50'); thence proceed South 00 degrees 19 minutes 21 seconds along the West boundary of said road, 424.45 feet; thence leaving said road proceed North 88 degrees 01 minute 01 seconds West 1293.78 feet to a point on the West boundary of said SW 1/4 of the NE 1/4; thence proceed North 0 degrees 18 minutes 46 seconds East along the West boundary of said SW 1/4 of the NE 1/4 for 410.00 feet back to the point of beginning, shown as Parcel A on the L. M. Davis Property Boundary, as recorded in Map Book 9, Page 21, in the Probate Office of Shelby County, Alabama.

Said sale is made for the purpose of foreclosing of said mortgage, paying the mortgage debt, the costs and expenses of foreclosure, including a reasonable attorney's fee.

Mortgagee reserves the right to bid on the subject property. Said mortgage is a first mortgage and is not junior to another mortgage of record. Said sale is also subject to unpaid taxes or assessments whether of record or not.

PROCTOR & VAUGHN, LLC

BY: Barry D. Vaughn  
Post Office Box 2129  
Sylacauga, Alabama 35150  
Telephone: (256) 249-8527

Shelby County Reporter  
Aug. 1, 8 and 15, 2012

FC/HENSON, GARY



20120905000335220 4/5 \$25.00  
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REAL ESTATE SALES VALIDATION FORM

Grantor's Name: Gary R. Henson and Jacqueline R. Henson, 959 Bates Road, Vincent, Alabama 35178

Grantee's Name: Coosa Pines Federal Credit Union, 17591 Plant Road, Childersburg, AL 35044

Property Address: 959 Bates Road

Date of Sale: September 5, 2012

Vincent, Alabama 35178

Total Purchase Price: \$178,029.60

or Actual Value: \_\_\_\_\_

or Assessor's Market Value: \_\_\_\_\_

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)  
(Recordation of documentary evidence is not required)

\_\_\_\_\_ Bill of Sale

\_\_\_\_\_ Appraisal

\_\_\_\_\_ Sales Contract

X Other: Mortgage

\_\_\_\_\_ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

INSTRUCTIONS

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property Address – the physical address of the property being conveyed, if available.

Date of Sale – the date of which interest to the property was conveyed.

Total purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual Value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for the property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

Date: 9-5-12

Print Barry D. Vaughn,, Agent for Coosa Pines Federal Credit Union

\_\_\_\_\_ Unattested \_\_\_\_\_

Sign: \_\_\_\_\_

(verified by)

(Grantor/Grantee/Owner/Agent) Circle one



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