

Prepared by:
Ben Robbins,
Attorney at Law
P.O. Box 479
Talladega, Alabama 35161

Shelby County, AL 02/22/2017
State of Alabama
Deed Tax: \$11.00

STATE OF ALABAMA)
SHELBY COUNTY)


20170222000062900 1/3 \$32.00
Shelby Cnty Judge of Probate, AL
02/22/2017 12:03:06 PM FILED/CERT

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore, on, to-wit: the 4th day of January 2012, MARCIA CARDEN., an unmarried person, executed that certain mortgage on real property hereinafter described to CALVIN HENDERSON, Mortgagee, which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama by instrument number 20160407000114330

WHEREAS, in and by said mortgage, the Mortgagee was authorized and empowered in case of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property before the Courthouse door in the city of 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 thereof; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and Calvin Henderson did declare all of the indebtedness secured by 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 of general circulation published in Shelby County, Alabama, in its issues of February 1, 2017, February 8, 2017, and February 15, 2017, whereas, the Affidavit of Publication is attached to Deed; and

WHEREAS, on February 22, 2017, 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 conducted, and Calvin Henderson did offer for sale and sell at public outcry in front of the Courthouse door in Columbiana, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Ben Robbins was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the said Calvin Henderson; and

WHEREAS, Calvin Henderson was the highest bidder and best bidder in the amount of Ten Thousand Six Hundred Seventy Seven Dollars and Eighty One Cents (\$10,677.81) on the indebtedness secured by said mortgage, the said Calvin Henderson, a married man of 521 Brooks Road, Sylacauga, AL 35150, as Mortgagee, by and through Ben Robbins as auctioneer conducting said sale, does hereby grant, bargain, sell, and convey unto Calvin Henderson, a married man of 521 Brooks Road, Sylacauga, AL 35150 all of the mortgagees right, title, and interest in and to the following described property situated in Shelby County, Alabama, to-wit:

Commence at the NW Corner of the Section 9, Township 24 North, Range 15 East, Shelby County, Alabama; thence S 00° 00' 19" W, a distance of 360.08' to the POINT OF BEGINNING; thence N67° 26' 23" E, a distance of 189.48'; thence N 52° 43' 19" E, a distance of 237.08'; thence S 08° 54' 46" E, a distance of 332.05'; thence N 87° 16' 22" W a distance of 148.20'; thence N 84° 29' 54" W, a distance of 268.28'; thence N 00° 00' 19" E, a distance of 78.98'; to the POINT OF BEGINNING.

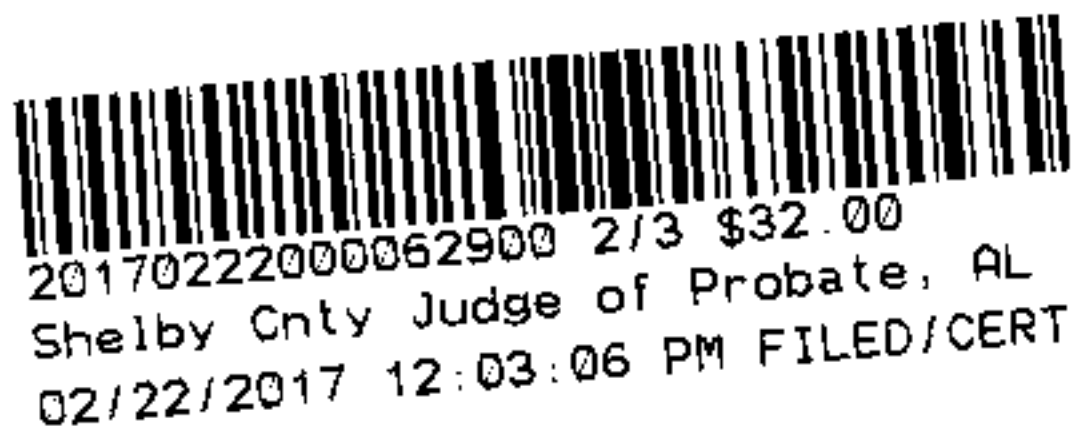
Said parcel containing 1.76 acres, more or less.

ALSO AND INCLUDING a 15' Ingress/ Egress, Utility and Drainage Easement, lying 7.5' either side of the road parallel to the following described centerline:

Commence at the NW Corner of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama; thence S 00° 00' 19" W, a distance of 360.08'; thence N 67° 26' 23" E, a distance of 189.48' to the POINT OF BEGINNING OF SAID CENTERLINE; thence N 52° 43' 19" E, a distance of 237.08' to the POINT OF ENDING OF SAID CENTERLINE.

TO HAVE AND TO HOLD the above described property unto Calvin Henderson his heirs and assigns, forever; subject to the statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws in the State of Alabama.

IN WITNESS WHEREOF, Calvin Henderson has caused this instrument to be executed by and through Ben Robbins, as auctioneer conducting said sale for said Mortgagee, and said Ben Robbins, as said auctioneer, has hereto set his hand and seal on the 22nd day of February, 2017.



By: Ben Robbins, Auctioneer

A handwritten signature of Ben Robbins in black ink.

Ben Robbins, Auctioneer

STATE OF ALABAMA

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GENERAL ACKNOWLEDGEMENT

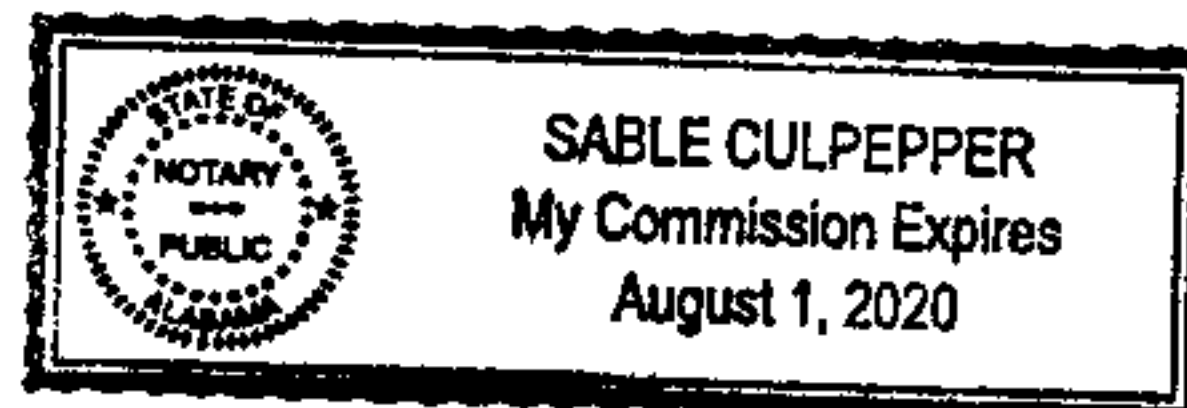
COUNTY TALLADEGA

)

I, the undersigned authority, a Notary Public in and for said County, said State, hereby certify that Ben Robbins, acting in his capacity as auctioneer for Calvin Henderson, 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 the conveyance, he, as such auctioneer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Mortgagee acting in his capacity as auctioneer for said Mortgagee.

Given under my hand and official seal this the 22nd day of February 2017.

A handwritten signature of Sable Culpepper in black ink.
NOTARY PUBLIC



AFFP
FC/CARDEN, M.

Affidavit of Publication

STATE OF ALABAMA }
COUNTY OF SHELBY } SS

Tim Prince, being duly sworn, says:

That he is Publisher of the Shelby County Reporter, a weekly newspaper of general circulation, printed and published in Columbiana, Shelby County, Alabama; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

February 01, 2017, February 08, 2017, February 15, 2017

That said newspaper was regularly issued and circulated on those dates.

The sum charged by the Newspaper for said publication does not exceed the lowest rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper in which the public notice appeared.

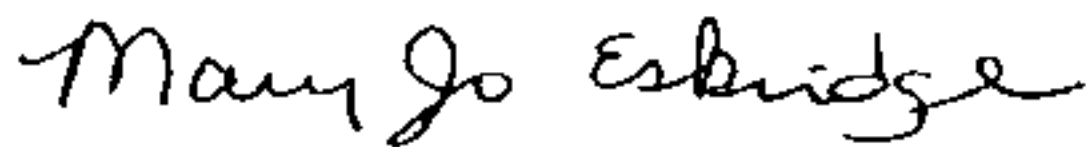
There are no agreements between the Shelby County Reporter and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

SIGNED:



Publisher

Subscribed to and sworn to me this 15th day of February 2017.

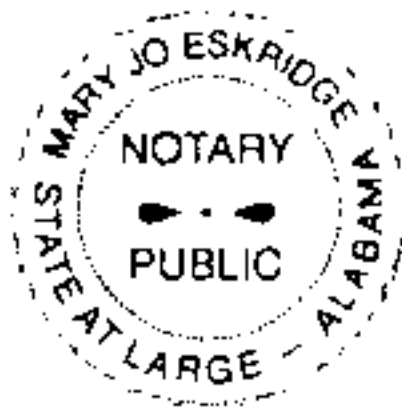


Mary Jo Eskridge, Notary Public, Shelby County, Alabama

My commission expires: April 09, 2018

04182968 00125177

Ben Robbins
Robbins & Robbins
P.O. Box 479
Talladega, AL 35161



PUBLIC NOTICE

NOTICE OF MORTGAGE FORECLOSURE SALE

Default having been made in the payment of the indebtedness secured by that certain mortgage executed by Marcia Carden to Calvin Henderson, on the 4th day of January, 2012, said mortgage being recorded in the office of the Judge of Probate of Shelby County Alabama, by instrument number 20160407000114330, under and by virtue of the power of sale contained in said mortgage, Calvin Henderson, hereafter referred to as Mortgagee, will sell at public outcry to the highest bidder for cash in front of the south courthouse door of the Shelby County Courthouse in Columbiana, Alabama, on the 22nd day of February, 2017, between the legal hours of sale, the following described real estate, situated in Shelby County, Alabama, to-wit: Commence at the NW Corner of the Section 9, Township 24 North, Range 15 East, Shelby County, Alabama; thence S 00° 00' 19" W, a distance of 360.08' to the POINT OF BEGINNING; thence N 67° 26' 23" E, a distance of 189.48'; thence N 52° 43' 19" E, a distance of 237.08'; thence S 08° 54' 46" E, a distance of 332.05'; thence N 87° 16' 22" W a distance of 148.20'; thence N 84° 29' 54" W, a distance of 268.28'; thence N 00° 00' 19" E, a distance of 78.98'; to the POINT OF BEGINNING. Said parcel containing 1.76 acres, more or less. ALSO AND INCLUDING a 15' Ingress/ Egress, Utility and Drainage Easement, lying 7.5' either side of the road parallel to the following described centerline: Commence at the NW Corner of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama; thence S 00° 00' 19" W, a distance of 360.08'; thence N 67° 26' 23" E, a distance of 189.48' to the POINT OF BEGINNING OF SAID CENTERLINE; thence N 52° 43' 19" E, a distance of 237.08' to the POINT OF ENDING OF SAID CENTERLINE. This sale is made for the purpose of paying the indebtedness secured by said mortgage, as well as the expenses of foreclosure.

BEN ROBBINS, ATTORNEY FOR MORTGAGEE

Shelby County Reporter: Feb. 1, 8 and 15, 2017
FC/CARDEN, M.

