

STATE OF ALABAMA ) )  
COUNTY OF DEKALB ) )  
**NOTICE OF**  
**MORTGAGE**  
**FORECLOSURE**  
**SALE**

Default having been made under the terms of that certain mortgage executed by Terry D. Sewell and spouse, Shelia R. Sewell, on the 18th day of August, 2006 to First State Bank of DeKalb County which said mortgage is recorded in the Probate Office of DeKalb County, Alabama, in Mortgage Book 1405, at Page 188, as to which an additional advance was made as evidenced by that certain Notice of Additional Advance to be Secured by Mortgage dated December 15, 2006 and recorded in said Probate Office in Mortgage Book 1433, at Page 53, and by reason of such default, having declared all of the indebtedness secured by said mortgage due and payable, and such default continuing, notice is hereby given that, acting under the power of sale contained in said mortgage, First State Bank of DeKalb County will sell at public outcry, for cash, to the highest bidder, before the main entrance of the Courthouse in the City of Fort Payne, DeKalb County, Alabama, at 11:00 a.m. or otherwise during the legal hours of sale on October 27, 2021 the following described real estate situated in DeKalb County, Alabama, to-wit:

The SE ¼ of the SW1/4 of Section 17, Township 4, Range 9, containing 40 acres, more or less, being located in DeKalb County, Alabama.

Together with a 12 ft. easement evenly off the S part of the SW ¼ of the SW ¼, Section 17, Township 4, Range 9. Said 12 ft. easement to be used as a private ROW for entrance and exit to the property hereinabove conveyed.

Also: A permanent easement for ingress and egress to County Road 765 described as follows: An easement 30 ft. wide, the centerline being 210 ft. S of the N boundary line of the SW ¼ of the SE ¼ of Section 17, Township 4 S, Range 9 E, in DeKalb County, Alabama, said centerline of said easement commencing at the W margin of County Road NO. 765 running parallel to said N boundary line of said SW ¼ of the SE ¼, and extending W across the entire forty and to the E boundary line of the SE ¼ of the SW ¼ of said Section.

For informational purposes the street address for the above referenced property is: 345 County Road 9093, Henagar, Alabama 35987.

Together with the hereditaments and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises herein described. Said sale will be subject to the right of way easements and restrictions of record in the Probate Office of DeKalb County, Alabama, and will be subject to existing special assessments, if any, which might adversely affect the title to subject property.

Said property will be sold on an "As Is, Where Is" basis without warranty or recourse, express or implied as to title, use and/or enjoyment.

Alabama law gives some persons who have an interest in property the right to redeem the property under certain circumstances. Programs may also exist that help persons avoid or delay the foreclosure process. An attorney should be consulted to help you understand these rights and programs as a part of the foreclosure process.

Said sale will be made for the purpose of paying the indebtedness secured by the above-described mortgage, and the proceeds thereof will be applied as provided by the terms of said mortgage. The successful bidder must tender a non-refundable deposit of Five Thousand and 00/100 Dollars (\$5,000.00) in certified funds made payable to Reynolds, Reynolds & Little, LLC at the time and place of the sale. The balance of the purchase price must be paid in certified funds or by wire transfer by noon the next business day at the Law Office of Reynolds, Reynolds & Little, LLC at the address indicated below unless prior to said sale Reynolds, Reynolds & Little, LLC has agreed to a later date for the tender of the balance of the purchase price. The Mortgagee reserves the right to bid for and purchase the real estate and to credit its purchase price against the expenses of sale and the indebtedness secured by the real estate.

The failure of any high bidder to pay the purchase price and close this sale shall, at the option of Mortgagee, be cause for rejection of the bid, and if the bid is rejected, Mortgagee shall have the option of making the sale to the next highest bidder who is able, capable and willing to comply with the terms thereof.

This sale is subject to postponement or cancellation.

First State Bank of DeKalb County  
Mortgagee  
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File No. 1517.0008.1

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October 6,  
October 13th and  
October 20th, 2021

Foreclosure  
Notice. 1517.0008