

dogs to be taken off premises. It shall be unlawful for the owner of any vicious or dangerous dog to allow such dog to be at large or off the owner's property unless such dog is securely muzzled so as to effectively prevent such dog from biting another animal or person and unless such dog is secured on a leash or chain of not more than five (5) feet in length that is held or controlled by a person of not less than nineteen (19) years of age. (d) Owning/training dogs for fighting or attacking. No person shall own or harbor any dog for the purpose of dog fighting or train, torment, badger, bait or use any dog for the purpose of causing or encouraging such dog to engage in unprovoked attacks upon human beings or domestic animals. (e) Keeping in multiple dwelling. No vicious dog may be kept within any portion of any multiple dwelling. (f) Signs. All owners, keepers or harborers of any vicious dog, shall display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog." (g) Destruction. Any vicious or dangerous dog which attacks a human being or domestic animal may be ordered destroyed when in the judgment of a court of competent jurisdiction the dog represents a continuing threat of serious harm to human beings or domestic animals. (h) Running at large or improper muzzling without owner's knowledge deemed no defense. It shall be no defense in any prosecution for a violation of subsections (b) and (c) that such dog was at large or improperly muzzled without the knowledge, consent or permission of the person charged with such violation. (i) Penalty for violations. Violations of the provisions of the section, unless otherwise enumerated, are punishable under section 9-7-1 of this Code. (j) Violators liable for expenses. Any person found guilty of violating this section shall pay all expenses, including shelter, food, veterinary expenses for identification or certification of the breed of the animal, or boarding and veterinary expenses necessitated by the seizure of any dog for the protection of the public, and such other expenses as may be required for the destruction of any such dog. (k) Application to police dogs. The provisions of this section shall not have applicability to dogs while engaged in police service training at a recognized and duly licensed facility and under supervision of professional instructors. Section 9-3-11. Walking Dogs. (a) It shall be unlawful for any person owning, controlling, or having in their care or custody, whether upon a leash or not, upon any public street, alley, or public place or upon any unenclosed land or property, four (4) or more dogs at any one time. Section 9-4-1. Dog Kennels Prohibited. No person shall own, conduct, keep, or maintain any dog kennel within the City. For the purposes of this Section, "dog kennel" shall mean any lot, building, structure, or premises whereon or wherein four (4) or more dogs over the age of four (4) months are kept, harbored, or maintained for any purpose other than in a pet store for sale to the public, for care or treatment in an animal hospital,

or as part of a veterinary facility. Section 9-6-1. Animal and Fowl Noise. No person shall keep or maintain, or permit the keeping of, upon any premises owned, occupied, or controlled by such person, any dog or other animal or fowl otherwise permitted to be kept which, by any loud or continuous cry, bark, howl, or other sound, unreasonably disturbs other persons. Section 9-7-1 Penalties/Continuing Violations Any person found to be in violation of any provision of Chapter 9, Animal Control Ordinance, shall be guilty of a violation of this section and shall be punished as follows: (a) First violation within a calendar year - written warning. (b) Second violation with a calendar year - a fine of not less than \$25.00 no more than \$500.00. (c) Third violation within a calendar year - a fine of not less than \$50.00 no more than \$500.00. (d) For a fourth or any subsequent violation within a calendar year - a fine of not less than \$75.00 no more than \$500.00. Section 9-7-2 Enforcement The provisions of this Article shall be enforced by the City of Luverne Police Department. The Luverne Journal 08-29-2013

**IN THE PROBATE COURT FOR CRENSHAW COUNTY, ALABAMA**

IN RE: THE ESTATE OF, O'NEAL WILLIAMS, PC-12-050 Deceased.

NOTICE OF FILING OF FINAL SETTLEMENT OF ADMINISTRATOR

YOU WILL TAKE NOTICE that Roger Williams, as Administrator of the estate of O'Neal Williams, having previously filed his account and vouchers for a final settlement of said Administration and that the 24th day of September, at 9:00 a.m. has been appointed to hear said settlement and consider the Administrator's request to be discharged from his duties as Administrator of O'Neal Williams. DONE this 23rd day of August, 2013.

James V. Perdue Probate Judge

Brandon Coots Jones & Coots P.O. Box 367 Luverne, AL 36049

The Luverne Journal 08/29, 09/05, and 09/12/2013

**STATE OF ALABAMA CRENSHAW COUNTY**

**FORECLOSURE NOTICE**

WHEREAS, on April 20, 2011, Lemerle Carnes did execute and deliver to Brantley Bank & Trust, a mortgage on certain real estate hereinafter described, which mortgage appears of record in the Office of the Judge of Probate of Crenshaw County, Alabama, at Mortgage Book 400 at page 487, and, WHEREAS, default has been made in the payment of said Mortgage as provided herein, which default continues at this date and said Mortgage is subject to foreclosure.

NOW, THEREFORE, notice is hereby given that the undersigned will sell at public outcry for cash, to the highest bidder, in front of the

Crenshaw County Courthouse, in Luverne, Crenshaw County, Alabama, during the legal hours of sale on September 18, 2013, the real estate being more particularly described as lying and being situated in Crenshaw County, State of Alabama, to-wit:

20 acres North of Tompkins Road in SE ¼ of NE ¼ of Section 1, Township 7 North, Range 17 East, Crenshaw County, Alabama

Said sale and conveyance will also be made subject to the legal rights of existing Federal Tax Liens, and/or Special Assessments, if any, which might adversely affect title to the property.

Such sale will be made as provided in the mortgage for the purpose of paying the debt secured by the mortgage with interest thereon, any amounts required to be paid for taxes, insurance or other charges provided in said mortgage, and the expenses of foreclosure, including a reasonable attorney's fee.

Said property will be sold on an "as is, where is" basis subject to any easements, encumbrances, and exceptions contained in said mortgages and those contained in the records of the Office of the Judge of Probate where the above-described property is situated. The property will be sold without warranty or recourse, expressed or implied as to title, use and/or enjoyment, and will be sold subject to the right of redemption of all parties entitled hereto.

BRANTLEY BANK & TRUST

Brandon Coots Attorney for Mortgagee Of Counsel Jones & Coots, L.L.C. P.O. Box 367 Luverne, AL 36049 334-335-6535

The Luverne Journal 08/29, 09/05, and 09/12/2013

In the Circuit Court for Crenshaw County, Alabama

Billy Ray Kelley, Plaintiff vs. Civil Action No. DR-2012-102 Amber Kelley, Defendant

Notice of Divorce Action

AMBER KELLEY, whose whereabouts are unknown, must answer Billy Ray Kelley's complaint for divorce and other relief by October 14, 2013, or, thereafter, a judgment by default may be rendered against her in Case No. DR-2012-102, Circuit Court of Crenshaw County. Done the 14th day of August, 2013

Jeannie Gibson Circuit Clerk

J. Levi Nichols Attorney for Plaintiff P. O. Box 369 Luverne, AL 36049 334-335-5628

The Luverne Journal 08-22,08-29,09-05, and 09-12-13

**IN THE PROBATE COURT FOR CRENSHAW COUNTY, ALABAMA**

IN RE: THE ESTATE OF, MILLARD MICHAEL BARNES, PC-13 Deceased. NOTICE TO CREDITORS TAKE NOTICE that Letters of Administration having been granted to Willie Sherril Barnes, as Administrator of the Estate of Millard Michael Barnes, deceased, on the 20th

day of March, 2013, by Honorable James V. Perdue, Judge of Probate. NOTICE IS HEREBY GIVEN that all persons having claims against the said estate are hereby required to present the same within the time allowed by law or the same will be barred. Willie Sherril Barnes Administrator Brandon Coots, Jones & Coots, LLC, Attorneys at Law, P. O. Box 367, Luverne, Alabama. James V. Perdue Probate Judge The Luverne Journal Aug., 15, Aug., 22, Aug., 29, 2013

**MORTGAGE FORECLOSURE SALE**

Default having been made in the payment of the indebtedness secured by that certain mortgage executed by Thomas M. Crowell, individually and as husband and wife, to Mortgage Electronic Registration Systems, Inc., solely as nominee for Finance America, LLC, on the 17th day of December, 2004, said mortgage recorded in the Office of the Judge of Probate of Crenshaw County, Alabama, in Mortgage Book 366, Page 693; said mortgage having subsequently been transferred and assigned to U.S. Bank National Association, as Trustee for Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2005-3, by instrument recorded in Mortgage Book 402, Page 451, in the aforesaid Probate Office; the undersigned U.S. Bank National Association, as Trustee for Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2005-3, as Mortgagee/Transferee, under and by virtue of the power of sale contained in said mortgage, will sell at public outcry to the highest bidder for cash, in front of the main entrance of the Courthouse at Luverne, Crenshaw County, Alabama, on September 23, 2013, during the legal hours of sale, all of its right, title, and interest in and to the following described real estate, situated in Crenshaw County, Alabama, to-wit:

Lot No. 1, 2, and 3 as per the Plat of Green Acres Subdivision in the City of Luverne, Alabama, which plat is recorded in Deed Book 69, Page 242 Probate Office of Crenshaw County, Alabama.

THIS PROPERTY WILL BE SOLD ON AN "AS IS, WHERE IS" BASIS, SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, AND EXCEPTIONS REFLECTED IN THE MORTGAGE AND THOSE CONTAINED IN THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE OF THE COUNTY WHERE THE ABOVE-DESCRIBED PROPERTY IS SITUATED. THIS PROPERTY WILL BE SOLD WITHOUT WARRANTY OR RE-COURSE, EX-PRESSED OR IMPLIED AS TO TITLE, USE AND/OR ENJOYMENT AND WILL BE SOLD SUBJECT TO THE RIGHT OF RE-DEMPTION OF ALL PARTIES ENTITLED THERETO.

This sale is made for the purpose of paying the indebtedness secured by said mortgage, as well as the expenses of foreclosure.

The Mortgagee/Transferee reserves the right to bid for and purchase the real estate and to credit its purchase price against the expenses of sale and

of 222.85 feet to a 1/2 inch rebar with cap (BLS-CA673LS) and the Point of Beginning of the parcel herein described; thence run North 32 degrees 30 minutes 48 seconds East for a distance of 98.56 feet to a 1/2 inch rebar with cap (BLS-CA673LS); thence run North 48 degrees 16 minutes 31 seconds West for a distance of 170.58 feet to a 1/2 inch rebar with cap (BLS-CA673LS); thence run North 32 degrees 51 minutes 30 seconds East for a distance of 225.65 feet to a 1/2 inch rebar with cap (BLS-CA673LS); thence run North 32 degrees 31 minutes 58 seconds East for a distance of 109.65 feet to the Point of Beginning. Said parcel lying in and being part of the West Half of the Southeast Quarter of Section 27, Township 10 North, Range 17 East, Crenshaw County, Alabama, and containing 0.75 acres more or less. Also, a 30 foot wide easement for ingress and egress described as follows: Commencing at the Southeast corner of Section 27, Township 10 North, Range 17 East, Crenshaw County, Alabama, said point being an existing capped iron (Russell Number 21467LS) and thence run North 89 degrees 45 minutes 07 seconds West along the South line of said section for a distance of 1485.40 feet to a point on the West right of way line of County Highway Number 31; thence run a chord bearing of North 02 degrees 15 minutes 53 seconds West along said West right of way line and a curve to the right (A=451.66 feet, R=3009.62 feet) for a chord distance of 451.22 feet to an existing 1/2 inch rebar with cap (BLS-CA673LS) set on the North margin of a County Dirt Road (Sexton Bridge Road); thence continue along said West right of way line and a curve to the right (A=507.64 feet, R=3009.62 feet) for a chord distance of 451.22 feet to an existing 1/2 inch rebar with cap (BLS-CA673LS) and the Point of Beginning of the easement herein described; said easement lying 15 feet either side of and contiguous to the following described centerline; thence leaving said West right of way line run North 26 degrees 27 minutes 35 seconds West for a distance of 222.85 feet to a 1/2 inch rebar with cap (BLS-CA673LS) and the Point of Beginning of the parcel herein described; thence run North 32 degrees 30 minutes 48 seconds East for a distance of 98.56 feet to a 1/2 inch rebar with cap (BLS-CA673LS); thence run North 48 degrees 16 minutes 31 seconds West for a distance of 170.58 feet to a 1/2 inch rebar with cap (BLS-CA673LS); thence run North 32 degrees 51 minutes 30 seconds East for a distance of 225.65 feet to a 1/2 inch rebar with cap (BLS-CA673LS); thence run North 32 degrees 31 minutes 58 seconds East for a distance of 109.65 feet to the Point of Beginning. 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