

1545

This Instrument was prepared by: Larry R. Newman, Attorney  
3021 Lorna Road, Suite 310  
Birmingham, Alabama 35216  
STATE OF ALABAMA )  
SHELBY COUNTY (to be from) )

#### MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, heretofore on January 8, 1988, to wit, James E. Barnes and Ruth Barnes (hereinafter the "Mortgagors"), executed a certain mortgage on property hereinafter described to Jefferson County Employees Credit Union (hereinafter the "Mortgagee"), which said mortgage is recorded in Book 166, page 754, in the Office of the Judge of Probate of Shelby County, Alabama; and

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

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and Jefferson County Employees Credit Union 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 20, February 27, and March 6, 1991; and

WHEREAS, pursuant to subsections (b)(2), (c) and (c)(1) of Section 7425 of Title 26 of the United States Code, proper notice of said sale was duly given to the "District Director, Internal Revenue Service, District -- Birmingham 63, 500 22nd Street South, Birmingham, Alabama 35233, attention: Chief, Special Procedures Staff, by letter dated February 19, 1991, which said notice was duly received on February 19, 1991, and acknowledged by IRS correspondence dated March 6, 1991.

WHEREAS, on the 25th day of March, 1991, 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 did offer for sale and sell at public outcry in front of the Courthouse door in Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Larry R. Newman was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the said Jefferson County Employees Credit Union and whereas the said Jefferson County Employees Credit Union was the highest bidder and the best bidder, in the amount of \$95,368.29 on the indebtedness secured by said mortgage, the said Jefferson County Employees Credit Union by and through Larry R. Newman, as auctioneer conducting said sale, and as Attorney-in-fact for Jefferson County Employees Credit Union and by and through Larry R. Newman, as auctioneer conducting said sale, does hereby grant, bargain, sell, and convey unto Jefferson County Employees Credit Union the following described property situated in Shelby County, Alabama:

Lot 140, according to the Survey of Chandalar South, Third Sector, as recorded in Map Book 6, Page 68, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto Jefferson County Employees Credit Union, its successors and assigns forever; subject, however, 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, Mortgagors and Mortgagee have caused this instrument to be executed by and through Larry R. Newman, as auctioneer conducting said sale and as Attorney-in-fact for all parties separately, and Larry R. Newman, as auctioneer conducting said sale and as Attorney-in-fact for each of said parties, has hereto set his hand and seal on this the 25th day of March, 1991.

James E. Barnes (Mortgagor)

Ruth Barnes (Mortgagor)

By: Larry R. Newman (Seal)  
Auctioneer & Attorney-in-Fact

By: Larry R. Newman (Seal)  
Auctioneer & Attorney-in-Fact

Jefferson County Employees Credit Union (Mortgagee)

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Larry R. Newman, whose name as auctioneer is signed to the foregoing conveyance, and who signed the names of James E. Barnes and Ruth Barnes, and also who signed the name of Jefferson County Employees Credit Union 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 executed the same voluntarily on the same day the same bears date, as the action of himself as auctioneer and the person conducting the same for Jefferson County Employees Credit Union, Mortgagee, (and as the action of Mortgagors, in the mortgage referred to in the foregoing Deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 25th day of March, 1991.

Notary Public  
My Commission Expires: 5-20-91  
Grantee's Address:

Mr. Charles R. Faulkner  
Jefferson County Employees Credit Union  
East Annex Courthouse  
716 North 21st Street  
Birmingham, Alabama 35263

NO TAX COLLECTED  
1. Deed Tax  
2. Notary Fee  
3. Recording Fee  
4. Indexing Fee  
5. No. of Pages  
6. Certified Fee  
Total: \$ 70.00

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
91 MAR 25 PM 3:49

JUDGE OF PROBATE