

DEED OF TRUST

This Deed of Trust, made this 20 day of Oct., 1997
Between Janice M. Crumpton

hereinafter called the TRUSTOR, and ROCHE SURETY, INC., hereinafter called the TRUSTEE, and AMWEST INSURANCE COMPANY, hereinafter called the BENEFICIARY:

Witnesseth: That Trustor hereby grants to Trustee, in trust, with power of sale, being specifically limited to the purposes herein set forth and Trustee is specifically precluded from selling, conveying, or encumbering the subject real property, except for the benefit of the beneficiary, as set forth, all that property in the Wilsonville Area

County of Shelby, State of Alabama, described as:

lot 2 - Map Book 13, Pg 48 in probate office of Shelby County Alabama
being situated in Shelby County Alabama. Deed Recorded in
Book 1993 pg 16655

\$ 500.00

Together with the appurtenances thereto and the rents, issues and profits thereof, and warranting the title to said premises TO HAVE AND TO HOLD the same unto said Trustee and his successors, upon the trusts hereinafter expressed, namely: FOR THE PURPOSE OF SECURING payment to the said Beneficiary of the monies due to and of all losses, damages, expenditures and liability suffered, sustained made or incurred by AMWEST SURETY INSURANCE COMPANY, hereinafter called the Surety or Beneficiary (and as more fully set forth and described in a certain Bail Bond Agreement, which agreement is made a part hereof by references as though herein fully set forth) on account of, growing out of, or resulting from the execution of a certain bond on behalf of: Dustin Madden

in the matter of Richardson

vs. Dustin Madden AND FOR WHICH AMOUNTS and the matters set forth in the said Bail Bond agreement, the presents are security.

It is agreed and conditioned that a certificate signed by the Beneficiary at any time hereafter setting forth that the said bond has been declared forfeited or that a loss, damage, expenditures or liability has been sustained by the Surety or Beneficiary on account of the aforesaid Undertaking, the date or dates and amount or amounts of such loss, damages, expenditures and/or liability; that payment has been demanded of the party or parties on whose behalf the aforesaid Undertaking was or is about to be executed; and that such loss, damages, expenditures or determined liability has not been paid to the Beneficiary, shall be conclusive and binding on the Trustor, and shall be the warrant of the Trustee to proceed forthwith to foreclose and sell upon the security herein, and from the proceeds of sale (after deducting expenses including cost and search of evidence of title) pay to the Beneficiary the amount so certified, including interest at ten percent per annum from demand to date of payment and attorney's fees.

IT IS FURTHER AGREED THAT, UPON Delivery of said Certificate to Trustee, Beneficiary may declare all sums or obligations secured hereby due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be duly filed for record.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of notice of sale hereunder be mailed to him at his mailing address opposite his signature hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for a copy of such notices.

SIGNATURE OF TRUSTOR

STREET AND NUMBER

CITY

STATE

X Janice C. Kemp

X Janice M. Crumpton 10-20-97

STATE OF

County of

Alabama
Jefferson
(Notarial Seal)

ON

October 20, 1997, before me the undersigned, a Notary Public in and for said County and State, personally appeared Janice M. Crumpton

to be the person, whose name

Instrument, and acknowledged to me that she

WITNESS my hand and official seal.

Cheryl L. Tipton
Notary Public in and for said County and State

MY COMMISSION EXPIRES - 4-25-98

SEND TAX NOTICE:

Janice M. Crumpton
1198 County Road 103, Wilsonville, Alabama 35186

011:319149
WARRANTY DEED

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS, that Henry G. Cisneros, Secretary of Housing and Urban Development, of Washington, D.C., acting by and through the Office of Assistant Secretary for Housing-Federal Housing Commissioner, for and in consideration of TEN DOLLARS (\$10.00), the receipt whereof is hereby acknowledged, does grant, bargain, sell, and convey unto

Janice M. Crumpton

the following described real property situated in the County of Shelby, State of Alabama:

Lot 2, according to the Survey of Carleton Estates, as recorded in Map book 13, Page 48 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT to all statutory rights of redemption arising from the foreclosure sale of this property and expiring 1 year from June 1, 1993, the date of said foreclosure sale.

SUBJECT however, to all covenants, restrictions, reservations, easements, conditions, liens and other rights of whatever nature appearing of record; and further subject to any state of facts an accurate survey would show.

IN WITNESS WHEREOF the undersigned on this 8th day of November, 1993 has set his hand as the duly authorized representative of the Secretary of Housing and Urban Development.

Being the same property acquired by the Secretary of Housing and Urban Development pursuant to the provisions of the National Housing Act, as amended (42 USC 1441, et seq.). Deed recorded in Book 1993, Page 16655.

TO HAVE AND TO HOLD, to the said Janice M. Crumpton, his/her heirs and assigns forever.

Secretary of Housing and Urban Development

BY: ASSISTANT SECRETARY FOR HOUSING
FEDERAL HOUSING COMMISSION

BY:

Birmingham Office
Dept. of Housing and Urban Development
Birmingham, Alabama

(STATE OF ALABAMA)
(COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Henry L. Hill, who is personally well known to me to be the duly authorized representative of the Secretary of Housing and Urban Development, and the person who executed the foregoing instrument bearing date November 8, 1993, by virtue of the authority vested in him by the Code of Federal Regulations, Title 24, Chapter II, and acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily for and on behalf of Henry G. Cisneros, Secretary of Housing and Urban Development, on the day and year above stated.

GIVEN under my hand and official seal this 8th day of November, 1993.

Mary C. England
NOTARY PUBLIC
MY COMMISSION EXPIRES 12-24-96

This instrument was prepared by:

Michael Galloway for the Department of Housing and Urban Development, Birmingham, Alabama.

Inst # 1993-39460

12/09/1993-39460
03:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
1001 MCB 9.50

Inst # 1997-40888

12/16/1997-40888
12:23 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
302 MCB 11.50