

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS FORECLOSURE DEED made this 26th day of February, 2002, between ROBERT E. POPE, and wife, BETTY VANDERSLICE, Party of the First Part, and CHASE MANHATTAN MORTGAGE CORPORATION, Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the said ROBERT E. POPE, and wife, BETTY VANDERSLICE, heretofore executed to MORTGAGEAMERICA, INC., herein called the Mortgagee, a certain mortgage dated March 28, 1997, and recorded in Instrument No. 1997-11140, Probate Records of Shelby County, Alabama, which conveyed the hereinafter described property to secure the indebtedness evidenced by a note, payable in installments, therein described; and

WHEREAS, the Mortgagee has granted, bargained, sold, conveyed and assigned the said mortgage and the indebtedness thereby secured and the property therein described to the Party of the Second Part, by assignment recorded in the Probate Records of Shelby County, Alabama, and the Party of the Second Part was owner thereof at the time of the sale hereinafter mentioned; and

WHEREAS, the said mortgage provides that if said indebtedness or any part thereof should remain unpaid at maturity, then the whole of indebtedness shall at once become due and payable and said mortgage be subject to foreclosure, and further provides that in the event of any such default the Mortgagee shall have the authority to sell said property before the Courthouse Door in the City of Columbiana, County of Shelby, State of Alabama, at public outcry for cash after first giving notice by publication once a week for three successive weeks of the time, place and terms of said sale in some newspaper of general circulation published in Shelby County, Alabama, and further provides that in the event of any such sale the person conducting such sale shall have power and authority to execute a deed to the purchaser of said property at such sale, and further provides that the Mortgagee or its assigns may bid and become the purchaser at such sale of the property therein; and

WHEREAS, parts of said indebtedness remained unpaid at the respective maturities thereof, and the whole of said indebtedness thereupon became due and payable, and default was made in payment thereof, and the Party of the Second Part thereafter gave notice by publication in The Shelby County Reporter, a newspaper of general circulation and published in Shelby County, Alabama, on the 23rd day of January, 2002, and the 30th day of January, 2002, and the 6th day of February, 2002, that it would sell the hereinafter described property before the front door of the Shelby County Courthouse at Columbiana, Alabama, at public outcry to the highest bidder for cash, within the legal hours of sale on the 26th day of February, 2002; and

WHEREAS, the said sale was held at the time and place stated in said notice which was published in the said issues of The Shelby County Reporter, and Party of the Second Part became the purchaser of the hereinafter described property at and for the sum of \$75,063.92 cash, which was the highest, best, and last bid therefore; and

WHEREAS, the undersigned, JAMES J. ODOM, JR., conducted said sale and acted as auctioneer thereat,

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under and pursuant to an appointment as such by the Party of the Second Part;

NOW THEREFORE, IN consideration of the premises the Party of the First Part and the Party of the Second Part, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto the said CHASE MANHATTAN

MORTGAGE CORPORATION, the following described real property situated in Shelby County, Alabama, to-wit:

Commence at the SW corner of Section 35, Township 20 South Range 1 West; thence run North along the West line of Section 35, 1898.88 feet to the NE right of way line of County Highway 47 and the point of beginning; thence continue North along said section line a distance of 210.00 feet; thence 89 deg. 29 min. right 439.30 feet to the west bank of a creek; thence follow the meanderings of the west bank of said creek as described by the following random line; thence 75 deg. 57 min. 07 sec. right 118.48 feet to a point. Said point being 12 feet West of the west bank of said creek; thence 27 deg. 46 min. 36 sec. right to a line and along said line 67 feet to a point on the West bank; thence continue along the last stated line 14.72 feet to a point in the center of said creek; thence 24 deg. 53 min. left 183.56 feet to a point in the center of the creek; said point being 10 feet from the west bank; thence 09 deg. right 97.75 feet to a point in the center of said creek. Said point being 6 feet from said west bank; thence 26 deg. 04 min. 35 sec. left 129.54 feet to a point in the centerline of said creek, said point 10 feet from the west bank; thence 25 deg. 32 min. 43 sec. right 214.92 feet to a point on the west bank of said creek and the NE right of way of County Highway 47; thence 139 deg. 51 min. 41 sec. right 538.20 feet along said right of way in a Northwesterly direction to a point; thence 01 deg. 47 min. left and continuing along said right of way 189.40 feet; thence 00 deg. 46 min. left 87.41 feet along said right of way to the point of beginning; being situated in Shelby County, Alabama.

Less and except the following:

Part of the SW ¼ of Section 35, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the SW corner of Section 35 Township 20 South, Range 1 West, thence run North along the West line of Section 35, 1898.88 feet to the Northeast right of way line of Shelby County Highway No. 47; thence turn an angle to the right of 135 deg. 02 min. 01 sec. And run in a Southeasterly direction along the Northeast right of way line of said Shelby County Highway No. 47 for a distance of 403.89 feet to an existing iron rebar being the point of beginning; thence turn an angle to the left of 84 deg. 55 min. 10 sec. And run in a Northeasterly direction for a distance of 240.29 feet to an existing iron pin being on the Westerly bank of an existing creek; thence turn an angle to the right of 127 deg. 16 min. 16 sec and run in a Southerly direction for a distance of 121.91 feet to an existing iron pin being on the westerly bank of said creek; thence turn an angle to the left of 19 deg. 29 min. 20 sec. and run in a Southeasterly direction for a distance of 180.34 feet to an existing iron pin being on the Westerly bank of an existing creek; thence turn an angle to the right of 37 deg. 31 min. 24 sec. and run in a Southerly direction for a distance of 51.55 feet to an existing iron pin being on the Westerly bank of an existing creek; thence turn an angle to the left of 41 deg. 49 min. 06 sec. and run in a Southeasterly direction for a distance of 95.37 feet to an existing iron pin being on the Westerly bank of an existing creek; thence turn an angle to the right of 41 deg. 50 min. 01 sec. and run in a Southerly direction for a distance of 30.04 feet to an existing iron pin being on the Northeast right of way line of Shelby County Highway No. 47; thence turn an angle to the right (126 deg. 00 min. 31 sec. to chord of following described curve; said curve being concave in a Southwesterly direction and having a deflection angle of 6 deg. 24 min. 37 sec. and a radius of 568.17 feet) and run in a Northwesterly direction along the Northeast right of way line of said Shelby County Highway No. 47 for an arc length distance of 127.13 feet to an existing iron pin being at a point of ending of said curve and being on the Northeast right of way line of said Shelby County Highway No. 47; thence run in a Northwesterly direction along said Northeast right of way line and along a line tangent to the end of said curve for a distance of 282.18 feet; being situated in Shelby County, Alabama.

Less and except the following:

Part of the SW ¼ of Section 35, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the SW corner of Section 35, Township 20 South, Range 1 West, thence run North along the West line of Section 35, 1898.88 feet to the Northeast right of way line of Shelby County Highway No. 47, thence turn an angle to the right of 135 deg. 02 min. 01 sec. and run in a Southeasterly direction along the Northeast right of way line of said Shelby County Highway No. 47 for a distance of 227.89 feet to an existing iron rebar being the point of beginning; thence turn an angle to the left of 83 deg. 31 min. and run in a Northeasterly direction for a distance of 405.21 feet to an existing iron pin; thence turn an angle to the right of 178 deg. 33 min. and run in a Southerly direction along the West bank of an existing creek for a distance of 31.98 feet to an existing iron pin; thence turn an angle to the right of 46 deg. 52 min. 05 sec. and run in a Southwesterly direction for a distance of 78.90 feet to an existing iron pin; thence turn an angle to the left of 73 deg. 15 min. 06 sec. and run in a Southeasterly direction along the West bank of said creek for a distance of 82.83 feet to an existing iron pin thence turn an angle to the right of 14 deg. 59 min. 06 sec. and run in a Southerly direction for a distance of 63.66 feet to an existing iron pin; thence turn an angle to the right of 8 deg. 42 min. 59 sec. and run in a Southerly direction for a distance of 0.08 feet; thence turn an angle to the right of 52 deg. 43 min. 44 sec. and run in a Southwesterly direction for a distance of 240.29 feet to an existing iron pin being on the Northeast right of way line of said Shelby County Highway No. 47; thence turn an angle to the right of 84 deg. 55 min. 10 sec. and run in a Northwesterly direction along the Northeasterly right of way line of said Shelby County Highway No. 47 for a distance of 176.0 feet; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said CHASE MANHATTAN MORTGAGE CORPORATION, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said CHASE MANHATTAN MORTGAGE CORPORATION, under and by virtue of the power and authority contained in the aforesaid mortgage. Subject, however, to the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, also subject to prior liens, ad valorem taxes, easements and restrictions of record.

IN WITNESS WHEREOF, the said ROBERT E. POPE, and wife, BETTY VANDERSLICE, and CHASE MANHATTAN MORTGAGE CORPORATION, have hereunto set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the day and year first above written.

BY: 

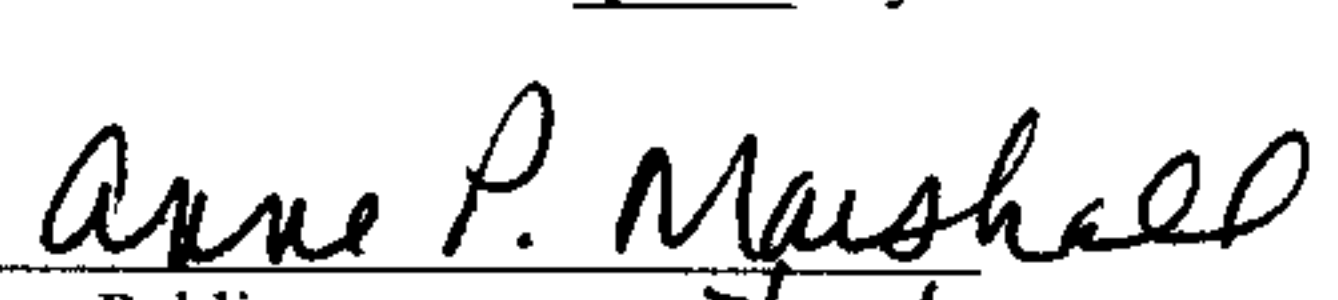
As Attorney-in-Fact and Auctioneer

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that JAMES J. ODOM, JR., whose name as attorney-in-fact and auctioneer for ROBERT E. POPE, and wife, BETTY VANDERSLICE, and CHASE MANHATTAN MORTGAGE CORPORATION, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that being informed of the contents of the conveyance, JAMES J. ODOM, JR., as such attorney-in-fact and auctioneer, executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of February, 2002


Notary Public

My Commission Expires: 3/13/2003

THIS INSTRUMENT PREPARED BY:
ARTHUR M. STEPHENS
STEPHENS, MILLIRONS, HARRISON & GAMMONS, P.C.
P.O. BOX 307
HUNTSVILLE, AL 35804

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