

SPECIAL PROJECT NO. 9055

MARCHANT, Gordon

STATE OF ALABAMA )  
 )  
 COUNTY OF SHELBY )

THIS FORECLOSURE DEED made this 21st day of October, 19 85,  
 between H. GORDON MARCHANT and wife, DEBRA DIANE MARCHANT,  
 Parties of the First Part, and THE LOMAS & NETTLETON COMPANY, Party  
 of the Second Part;

## W I T N E S S E T H :

WHEREAS, the said H. GORDON MARCHANT and wife, DEBRA DIANE MARCHANT  
, heretofore executed to ENGEL MORTGAGE COMPANY, INC.,  
, herein called the Mortgagee, a certain mortgage  
 dated February 8, 1980 and recorded in Mortgage Book 400, Page 594,  
 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 FEDERAL NATIONAL MORTGAGE ASSOCIATION  
, by assignment dated February 29, 1980, and recorded  
April 15, 1980, in Book 35, Page 725, Probate Records of  
Shelby County, Alabama; and

WHEREAS the said FEDERAL NATIONAL MORTGAGE ASSOCIATION  
 has granted, bargained, sold, conveyed and assigned the said mortgage and the  
 indebtedness thereby secured and the property therein described to the SECRETARY  
OF HOUSING & URBAN DEVELOPMENT, by assignment dated October 2, 1981,  
 and recorded October 28, 1981, in Book 42, Page 600, Probate Records  
 of Shelby County, Alabama; and

WHEREAS the said SECRETARY OF HOUSING & URBAN DEVELOPMENT  
 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 PARTY, by assignment dated February 5, 1985, and recorded  
June 6, 1985, in Book 29, Page 639, Probate Records of  
Shelby County, Alabama, and the PARTY OF THE SECOND PARTY  
 was the 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 said

Return to: Arthur M. Stephens, Esquire  
 Stephens, Millirons, Harrison & Williams  
 Post Office Box 307  
 Huntsville, Alabama 35894

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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 26th day of September, 19 85, and the 3rd day of October, 19 85, and the 10th day of October, 19 85, 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 21st day of October, 19 85; 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 \$ 46,831.00 cash, which was the highest, best, and last bid therefor; and

WHEREAS, the undersigned, WADE H. MORTON, JR., conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by the party of the Second Part;

NOW THEREFORE, IN consideration of the premises the Parties 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 THE LOMAS & NETTLETON COMPANY, the following described  
real property situated in Shelby County, Alabama, to-wit:

Lot 62, according to the survey of Southern Hills, as recorded  
in Map Book 7, Page 72, in the Probate Office of Shelby County,  
Alabama. Situated in Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said THE LOMAS & NETTLETON COMPANY, its  
successors and assigns forever, as fully and completely in all respects  
as the same could or ought to be conveyed to the said THE LOMAS & NETTLETON  
COMPANY, 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 H. GORDON MARCHANT and wife, DEBRA DIANE  
MARCHANT, and THE LOMAS & NETTLETON COMPANY, 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: Wade H. Morton, Jr.  
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 Wade H. Morton, Jr., whose  
name as attorney-in-fact and auctioneer for H. Gordon Marchant and wife, Debra  
Diane Marchant, and The Lomas & Nettleton Company, 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, he, 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 21st day of October, 19 85.



Slobhan M. Morton  
Notary Public  
My Commission Expires August 4, 1987  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1985 OCT 25 PM 4:29  
JUDGE OF PROBATE  
Rec 7.50  
Jud 1.00  
8.50