

BK 14
(Rev. 10/79)

1718

United States Bankruptcy Court

For the NORTHERN District of ALABAMA

I, Waverlyn E. Foust Clerk of Bankruptcy Court

in and for said District, do hereby certify that the attached copy of _____

4 Pages- copy of Motion for relief from the Automatic Stay & order granting
motion dated January 8, 1987

in the case of Willie & Getela Washington

debtor, No. 86-09405 has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at Birmingham, Alabama

in said District, this 13th day of August, 19 87

Waverlyn E. Foust,
Clerk of Bankruptcy Court

James D. Zolner,
Deputy Clerk

[Seal of the U.S. Bankruptcy Court]

Date of issuance: August 13, 1987

FBI-MAR-11-12-80-25M-4781

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UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA

FILED
DEC 11 1986
L. Battle
Deputy Clerk

IN RE: Willie C. Washington)
& Getela L. Washington)
Debtors.)

Case No. 86-9405

Chapter 7

FILED
JAN 9 1987
U.S. Bankruptcy Court
Northern District of Alabama

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

Comes now, Columbus Finance Company, a secured creditor in the above-referenced case, and moves this Court for lifting the automatic stay granted under 11 U.S.C. §362 and as grounds shows unto the Court the following:

1. Willie Washington (Debtor) filed a Joint Petition for an Order for Relief under Chapter 7 of the Bankruptcy Code with Getela L. Washington which said Relief was granted on November 20, 1986.
2. On or about June 26, 1984, Debtor executed a note to refinance an outstanding indebtedness with Columbus Finance Company. To secure the note in the amount of \$1,800.00 the Debtor executed a mortgage on certain real estate. (A copy of the mortgage is attached hereto and marked as Exhibit "A").
3. On or about October 23, 1984, because of the Debtor's default under the note, a judgment was entered against the Debtor in the amount of \$1,642.45. Since then, interest has accrued in the amount of \$499.86.
4. The Debtor has failed to pay the indebtedness to Columbus Finance Company.
5. No equity exists in the property that is the subject of the mortgage.

GRANTED	
Without Objection	
SG	1-8-87
Clifford Fulford Bankruptcy Judge	Date

6. This property is not necessary for an effective reorganization.

7. A proof of claim has been filed in this matter.

WHEREFORE, premises considered, Columbus Finance Company respectfully requests this Court to enter an Order lifting the automatic stay granted under 11 U.S.C. §362 and allow Columbus Finance Company the opportunity to go forward in the collection of this debt and grant such other and further relief as may be just.

F. Hilton-Green Tomlinson
F. Hilton-Green Tomlinson

PRITCHARD, McCALL, JONES,
SPENCER & O'KELLEY
901 Brown Marx Building
Birmingham, Alabama 3203
(205) 328-9190

NOTICE OF HEARING

Please take notice that the above and foregoing motion will be heard on Thursday, January 8, 1987, at 8:30 a.m. in Courtroom #2, 500 South 22nd Street, Birmingham, Alabama 35233.

F. Hilton-Green Tomlinson
F. Hilton-Green Tomlinson

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing motion upon Attorney for Debtor, John A. McBrayer, Post Office Box 1227, Columbiana, Alabama 35051, and upon the Interim Trustee, John P. Whittington, 1100 Financial Center, Birmingham, Alabama 35203 by placing a copy of same in the United States mail, first class, postage prepaid, this 29th day of December, 1986.

F. Hilton-Green Tomlinson
Of Counsel

The State of Alabama,

1010

Know All Men By These Presents:

Shelby County.

That for and in consideration of WILLIE WASHINGTON: A MARRIED MAN
 indebtedness to COLUMBUS FINANCE COMPANY OF CHILDERSBURG
 in the sum of ONE THOUSAND EIGHT HUNDRED AND 10/100 Dollars
 evidenced by one promissory note dated JUNE 26, 1984
 and payable IN PAYMENTS OF EIGHTEEN (18) EQUAL CONSECUTIVE MONTHLY PAYMENTS OF ONE
HUNDRED AND 10/100 (100.00) DOLLARS EACH, THE FIRST PAYMENT BEING DUE JULY 26, 1984;
AND THE LAST PAYMENT IN THE SAME AMOUNT BEING DUE ON DECEMBER 26, 1985.
 and for the purpose of securing the same WILLIE WASHINGTON the said MORTGAGOR

do hereby grant, bargain, sell and convey to said COLUMBUS FINANCE COMPANY OF CHILDERSBURG
 the following property situated in SHELBY County, Alabama
 to-wit: Begin at the SE corner of the NE 1/4 of Section 1, Township 22 S, Range 1 West,
thence run north along the East line of this said section a distance of 240 feet to a
starting point, thence continue along this east line of said section a distance of 80
feet; thence turn an angle to the left, and parallel to the south line of said section
and run a distance of 269.57 feet to the northeast corner of the plot of land conveyed
to Jerry Madison and wife, Selene Madison, thence South along the East line of the
Jerry Madison and wife, Selene Madison plot of land for a distance of 80 feet; thence
East along the North line of the plot of land conveyed to Ronnie Washington and wife,
Katherine Washington, a distance of 269.57 feet to the point of beginning. This plot
contains one-half acre, more or less. Situated in the SE 1/4 of the NE 1/4 of Section 1,
Township 22-S, Range 1 West, Shelby County, Alabama.

Warranted free from all encumbrances and against any adverse claims.

Upon condition, however, That if WILLIE WASHINGTON pay said note to the said
COLUMBUS FINANCE COMPANY OF CHILDERSBURG or NA h
 assigns with interest this deed to be void; but IF fail to pay said MORTGAGE
 in whole or in part at maturity, then the entire indebtedness hereby secured shall become due and payable at
 the said MORTGAGEE h IS agents or assigns are authorized to take
 possession of said property, after giving AMPLE notice by LEGAL NOTICE

to sell the same at auction to the highest bidder, for cash, in front of the court house door in said county, and
 the proceeds devote to the paying first the expense of advertising and selling, and the payment of a reason-
 able attorney's fee for foreclosing this mortgage, and second, the amount with interest that may be due
 said note, and the surplus, if any, to be turned over to the undersigned. And the mortgagee or
 assigns are authorized to bid for said property and become the purchaser at said sale.
 Witness MY hand and seal this 26th day of JUNE 1984

Subscribing witness:

Darius Blackbar
Willie W. Lynette

Willie Washington

WILLIE WASHINGTON
Route 2, Box 114-8
Columbiana, Alabama 35051
TO
COLUMBIANA FINANCE COMPANY
119 3rd Ave. S.W.
Columbiana, Alabama 35044

MORTGAGE

THE STATE OF ALABAMA

County

of the Probate Court of said County, hereby
that the foregoing conveyance was filed for

registering in this office on the _____ day of _____, 19____, and was recorded

in the _____ Records of Deeds,

Page _____ on the _____ day of _____, 19____

Judge of Probate

Recording Fee, \$ _____

State Tax \$ _____

THE STATE OF ALABAMA, }
SHELBY County

I, WALTER W. REYNOLDS

a NOTARY PUBLIC in and for said County, in said State, hereby
certify that WILLIE WASHINGTON, A MARRIED MAN
whose name 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 this conveyance, . . .
executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 26th day of JUNE, A. D. 1986

Walter W Reynolds

STATE OF ALABAMA
I CERTIFY THIS INSTRUMENT WAS FILED
THE STATE OF ALABAMA }
1987 OCT 26 AM 9:56
County

RECORDING FEES
Recording Fee \$ 12.50
Index Fee 1.00
TOTAL \$ 13.50

a *Thomas A. [Signature]* for said County, in said State, hereby
certify that JUDGE OF PROBATE, a subscribing witness
to the foregoing conveyance, known to me, appeared before me this day, and, being duly sworn, stated
that . . . the Grantor . . .
voluntarily executed the same in . . . presence, and in the presence of the other subscribing witness, on the
day the same bears date; that . . . attested the same in the presence of the Grantor . . . and of . . .
other witness, and that such other witness subscribed . . . name as a witness in . . . presence

Given under my hand, this . . . day of . . . A. D. 19____

STATE OF ALA SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

THE STATE OF ALABAMA, }
County

1986 JUL 19 PM 1:19

Tax 2.70
Rec 5.00
Ind 1.00
8.70

a *Thomas A. [Signature]* and for said County, in said State, hereby
certify that on the _____ day of _____, 19____, came before me
within named . . . known to me (or made known to me
to be the wife of the within named . . .
who, being examined separate and apart from the husband, touching her signature to the within . . .
acknowledged that she signed the same of her own
free will and accord, without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this _____ day of _____, A. D. 19____

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