

This Instrument Prepared By:
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P. O. Box 307
Huntsville, AL 35804

RICH, Kenneth

STATE OF ALABAMA)
COUNTY OF SHELBY)

1230

THIS FORECLOSURE DEED made this 1st day of August, 1989, between WILLIAM E. KITCHENS and wife, BARBARA JANE KITCHENS, Parties of the First Part, and MORTGAGE DEFAULT SERVICES COMPANY, Party of the Second Part;

W I T N E S S E T H :

WHEREAS, the said WILLIAM E. KITCHENS and wife, BARBARA JANE KITCHENS, heretofore executed to CHARTER MORTGAGE COMPANY, herein called the Mortgagee, a certain mortgage dated February 23, 1980, and recorded in Mortgage Book 401, Page 04, 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 JACKSONVILLE NATIONAL BANK by assignment dated April 4, 1980, and recorded in Book 35, Page 711, Probate Records of Shelby County, Alabama; and

WHEREAS, the said JACKSONVILLE NATIONAL BANK 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 April 4, 1980, and recorded in Book 35, Page 712, 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 SECRETARY OF HOUSING AND URBAN DEVELOPMENT by assignment dated December 17, 1986, and recorded in Book 110, Page 957, Probate Records of Shelby County, Alabama; and

WHEREAS, the said SECRETARY OF HOUSING AND 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 Part, by assignment dated October 4, 1988, and recorded in Book 211, Page 935, Probate Records of Shelby County, Alabama, and the Party of the Second Part was the owner thereof at the time of the sale hereinafter mentioned; and

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W. E. H. F.

WHEREAS, the said mortgage provides that if said indebtedness or any part thereof should remain unpaid at maturity, then the whole of said 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 7th day of February, 1989, and the 14th day of February, 1989, and the 21st day of February, 1989, 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 27th day of March, 1989; and

WHEREAS, at the time and place stated in said notice the undersigned attorney-in-fact and auctioneer announced that such sale was postponed until the 1st day of August, 1989, and thereafter notice was published in The Shelby County Reporter, on the 22nd day of July, 1989;

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 \$94,840.38 cash, which was the highest, best, and last bid therefor; and

WHEREAS, the undersigned, CONRAD M. FOWLER, 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 MORTGAGE DEFAULT SERVICES COMPANY, the following described real property situated in Shelby County, Alabama, to-wit:

A part of the N1/2 of the SE1/4 of Section 28, Township 20 South, Range 4 West, particularly described as follows: Commence at the NE corner of the NE1/4 of SE 1/4 of said Section 28, and run thence West along North line of the NE1/4 of SE1/4 a distance of 1331 feet to the NW corner of said 1/4-1/4 section; thence run South 57 deg. West 340 feet to a point on South right of way line of Shades Crest Road for point of beginning of tract herein described; (said point being marked by an iron stake and being the Northernmost corner of Plot 1 of an unrecorded map); from said point of beginning turn left an angle of 32 deg. 52' and run South 24 deg. 16' West along said South right of way line a distance of 140 feet; thence turn an angle to left 79 deg. and run 1063.5 feet to the Southeast line of Plot 1; turn left an angle of 100 deg. 51' 30" and run North 24 deg. 16' East along the Southeast line of Lot 1 a distance of 35.6 feet to the easternmost corner of said Lot 1; thence turn an angle to the left 73 deg. 46' and run North 49 deg. 30' West a distance of 1089 feet to point of beginning.

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TO HAVE AND TO HOLD unto the said MORTGAGE DEFAULT SERVICES 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 MORTGAGE DEFAULT SERVICES COMPANY, under and by virtue of the power and authority contained in the aforesaid mortgage. This foreclosure deed is executed in accordance with 12 U.S.C. Section 1710 (1) (1) and there is no right of redemption in the mortgagor or in any other person. Subject, however, to prior liens, ad valorem taxes, easements and restrictions of record.

IN WITNESS WHEREOF, the said WILLIAM E. KITCHENS and wife, BARBARA JANE KITCHENS, and MORTGAGE DEFAULT SERVICES 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.

NO TAX COLLECTED 4.00
Cut 7.50
3.00
12.50

STATE OF ALABAMA
COUNTY OF SHELBY

BY: Conrad M. Fowler, Jr.
As Attorney-in-Fact and Auctioneer
89 AUG -2 PM 12:48

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that CONRAD M. FOWLER, JR. whose name as attorney-in-fact and auctioneer for WILLIAM E. KITCHENS and wife, BARBARA JANE KITCHENS, and MORTGAGE DEFAULT SERVICES 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 1st day of August, 1989.

Notary Public