

STATE OF ALABAMA)
COUNTY OF SHELBY)

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THIS FORECLOSURE DEED made this 11th day of December, 1989 between
THOMAS L. MARLOW, a single man, Party of the First Part,
and RCR SERVICES, INC., dba MORTGAGE DEFAULT SERVICES COMPANY, Party of
the Second Part;

W I T N E S S E T H :

WHEREAS, the said THOMAS L. MARLOW, a single man
, heretofore executed to NATIONAL HOMES ACCEPTANCE
CORPORATION, herein called the Mortgagee, a certain mortgage
dated August 5, 1978, and recorded in Mortgage Book 381,
Page 592, 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 August 30, 1978 and recorded in XXXXXXXXXX
XXXXXXXXXX Book 27, Page 791, 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 April 23, 1985
, and recorded in XXXXXXXXXXXXXX Book 28, Page 282,
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 July 27, 1989, and recorded
in XXXXXXXXXXXXXX Book 265, Page 688, 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

WHEREAS, the said mortgage provides that if said indebtedness or
any part thereof should remain unpaid at maturity, then the whole of

Wade Morton

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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 15th day of November, 1989, and the 22nd day of November, 1989, and the 29th day of November, 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 11th day of December, 1989, 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 \$48,831.00 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 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 MORTGAGE DEFAULT SERVICES COMPANY, the following described real property situated in Shelby County, Alabama, to-wit:

Lot 5, in Block 3, Oak Mountain Estates, according to Map as recorded in Map Book 5, Page 57, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

| | |
|-------------------|------------------|
| 1. Deed Tax ----- | NO TAX COLLECTED |
| 2. ----- | \$ 7.50 |
| 3. ----- | \$ 3.00 |
| 4. ----- | \$ 1.00 |
| 5. ----- | \$ 1.00 |
| 6. ----- | \$ 1.00 |
| Total ----- | \$ 12.50 |

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 THOMAS L. MARLOW, a single man, 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.

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

89 DEC 13 AM 11:00

STATE OF ALABAMA
JUDGE OF PROBATE
COUNTY OF SHELBY

BY: Wade H. Morton, Jr.
As Attorney-in-Fact and Auctioneer

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 THOMAS L. MARLOW, a single man, 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 11th day of December, 1989.

Arthur M. Stephens
Notary Public
My Commission Expires: MY COMMISSION EXPIRES AUGUST 4, 1991

THIS INSTRUMENT PREPARED BY:
ARTHUR M. STEPHENS

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