

THIS INSTRUMENT PREPARED BY:
 Attorney Maurice Rogers
 712 18th Street, Ensley
 Birmingham, Alabama 35218

STATE OF ALABAMA)

JEFFERSON COUNTY)

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, heretofore on the 28th day of October, 1984, Charles R. Bearden and wife, Gwen Bearden, executed a mortgage in favor of America's First Credit Union, formerly d/b/a Iron and Steel Credit Union, a corporation, which said mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real 003, Record of Mortgages, at page 403, for the purpose of securing the payment of a note referred to therein:

AND, WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and same became subject to foreclosure under the power of sale contained therein, and after such default, America's First Credit Union, a corporation, mortgagee in said mortgage, gave notice of the time, terms and place of sale by publication once a week for three consecutive weeks and for more than twenty one days prior to date of sale in the Shelby County Reporter, a newspaper published at Columbiana, Alabama:

AND, WHEREAS, in pursuance of said notice so published, the mortgagee did, during the legal hours of sale on the 6th day of December, 1989, in front of the Court House door in Columbiana, Alabama, offer for sale at public outcry to the highest bidder for cash, the real estate covered and conveyed in and by said mortgage,

AND, WHEREAS, at said sale, America's First Credit Union, a corporation, was the highest, last and best bidder for said property, became the purchaser thereof, at and for the sum of Twenty Seven Thousand Fifteen and 00/100 Dollars (\$27,015.00), this being the amount of the bid of America's First Credit Union, a corporation, at said sale; all of which giving notice of sale and selling of said property was done in strict accordance with the terms and provisions contained in said mortgage:

NOW, THEREFORE, in consideration of the premises and the payment by America's First Credit Union, a corporation, of the amount of the bid aforesaid, which has been paid and applied as directed in and by said mortgage, I, the undersigned, Del Howell, who acted as auctioneer and made said sale as such auctioneer, being duly authorized thereto by the mortgagee in said mortgage, as such auctioneer and attorney in fact for and in behalf of America's First Credit Union, a corporation, mortgagee in said mortgage, and as such auctioneer and attorney in fact for and in behalf of Charles R. Bearden and wife, Gwen Bearden, the mortgagors, do hereby grant, bargain, sell and convey unto the said America's First Credit Union, a

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America's First C.U.

(page two)

corporation, the real estate covered and conveyed in and by said mortgage as fully and completely as I could or ought to convey same under the premises, said real estate being situated in Shelby County, Alabama, and described as follows:

See attached Page Three
Legal Description

TO HAVE AND TO HOLD, unto the said America's First Credit Union, a corporation, its successors and assigns, forever.

IN WITNESS THEREOF, I, the said Del Howell, in my capacity as auctioneer and attorney in fact for and in behalf of the said America's First Credit Union, a corporation, mortgagee, and as auctioneer and attorney in fact for and in behalf of Charles R. Bearden and wife, Gwen Bearden, mortgagors, hereunto set my hand and seal this the 8th day of December, 1989.

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Del Howell

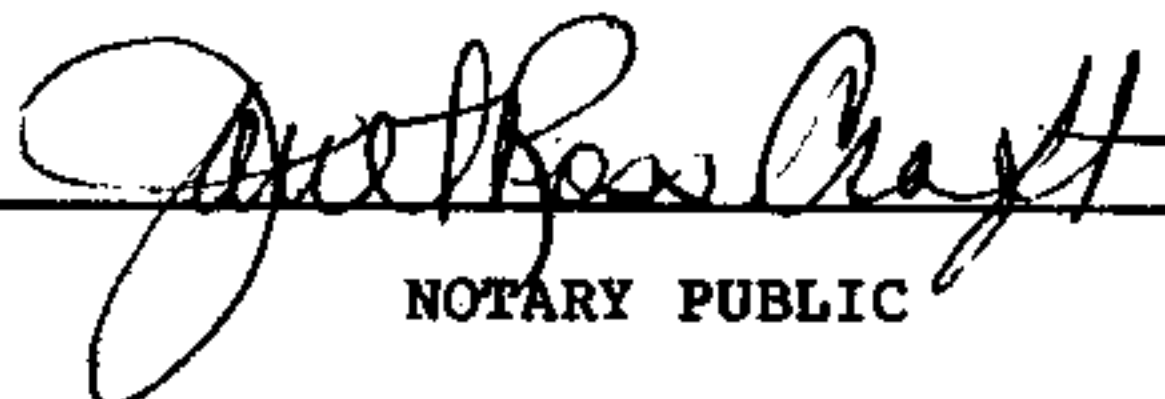
As auctioneer and attorney in fact
for and in behalf of America's First
Credit Union, a corporation, mortgagee
and Charles R. Bearden and wife,
Gwen Bearden, mortgagors

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Del Howell, whose name as auctioneer and attorney in fact for and in behalf of America's First Credit Union, a corporation, mortgagee, and Charles R. Bearden and wife, Gwen Bearden, mortgagors, is signed to the foregoing conveyance, and who is known to me, this day acknowledged before me, that being informed of the contents of the conveyance, he in his capacity as such auctioneer and attorney in fact, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 8th day of December, 1989.


NOTARY PUBLIC

LEGAL DESCRIPTION

Begin at the Northwest corner of the SE 1/4 of the SE 1/4 of Section 13, Township 21 South, Range 2 West, thence run East along the North line of said 1/4 1/4 section a distance of 212.00 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 263.89 feet to the North right of way of Shelby County Highway No. 26; thence turn an angle of 75 degrees 44 minutes 15 seconds to the right and run a distance of 35.09 feet to a point on a right of way curve; thence run along said Highway curve (whose Delta Angle is 6 degrees 04 minutes 12 seconds to the right, radius is 1647.43 feet, tangent is 87.34 feet; length of arc is 174.53 feet); thence turn an angle of 96 degrees 54 minutes 36 seconds to the right from tangent of said curve, and run a distance of 306.53 feet, to the point of beginning. Situated in the SE 1/4 of the SE 1/4 of Section 13, Township 21 South, Range 2 West, Shelby County, Alabama.

The Mobile Home is attached to the land and is made part of the security of this loan. One 1976 Colonial Mobile Home, Serial #25992AB, 24x70, with all equipment.

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NO. TAX COLLECTED	
1. Deed Tax	\$ 7.50
2. Recording Fee	\$ 3.00
3. Notary Fee	\$ 1.00
4. Stamp Fee	\$ 1.00
Total	\$ 12.50

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

90 JAN -9 AM 10:50

Thomas A. Snowden, Jr.
JUDGE OF PROBATE