

1003
MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That, whereas, on the 26th day of August, 1988, Charles R. Trumbly and wife, Rose Marie Trumbly, hereinafter referred to as "Mortgagor," executed a mortgage on the real estate hereinafter described to Equisouth Financial Services, Inc., hereinafter referred to as "Mortgagee," which mortgage is recorded in Real Property Book 202, Page 912, et seq., in the Office of the Judge of Probate of Shelby County, Alabama, which mortgage was, together with the indebtedness secured thereby and the note evidencing the same, duly assigned and transferred to Goldome Credit Corporation, hereinafter referred to as the "Assignee," by instrument dated the 26th day of August, 1988, and recorded in Real Property Book 202, Page 918, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, said mortgage by its terms provided that if the Mortgagor failed to pay the indebtedness secured by said mortgage according to the terms of said mortgage that the whole indebtedness secured thereby would, at the option of the Mortgagee, or any assignee or transferee of the Mortgagee, with appropriate notice, become immediately due and payable and subject to foreclosure; and

WHEREAS, said mortgage by its terms authorized and empowered the Mortgagee, or any assignee or transferee of the Mortgagee, in case of default in the payment of the indebtedness secured by said mortgage, to sell said real estate, on the steps of the courthouse in the county where said real estate is located, at public outcry, for cash, to the highest bidder, after giving notice of the time, place, and terms of the sale by publication once a week for three consecutive weeks prior to the sale in some newspaper published in the county where said real estate is located; and

WHEREAS, said mortgage by its terms provided that the Mortgagee, or any assignee or transferee of the Mortgagee, may bid at the sale and purchase said real estate, if the highest bidder therefore; and

BOOK 288 PAGE 440
M. Thomas Yearout P.C.
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2100 Tenth Ave. N.
Nashville, TN 37203

WHEREAS, default was made in the payment in the indebtedness secured by the mortgage and the Assignee did declare all the indebtedness secured by the mortgage due and payable, and did give due and proper notice of the foreclosure of the mortgage and the sale of said real estate by sending a notice of mortgage foreclosure sale stating the time, place, and terms of sale together with a description of the real estate to be sold to each Mortgagor by regular mail and by certified mail, return receipt requested, at each Mortgagor's last known address, and by publishing in a newspaper of general circulation in the county where said real estate is located, for three consecutive weeks prior to sale, a notice of mortgage foreclosure sale stating the time, place, and terms of sale together with a description of the real estate to be sold, all in compliance with applicable law and the terms of said mortgage and the power of sale contained in said mortgage; and

WHEREAS, on the 24th day of April, 1990, the day on which the sale was due to be held, in accordance with the terms of said mortgage and the Notice of Mortgage Foreclosure Sale, between the legal hours of sale, the foreclosure sale was duly and properly conducted on the steps of the courthouse for the county in which said real estate is located, and the Assignee, by and through the undersigned, its duly authorized agent and auctioneer, then and there did offer for sale and sell at public outcry, for cash, to the highest bidder, said real estate; and

WHEREAS, the highest and the best bid for cash obtained for said real estate was the bid of Goldome Credit Corporation, as Assignee, in the amount of Thirty Thousand, Seven Hundred Fourteen and 62/100 Dollars (\$30,714.62), which sum the Assignee offered to credit on the indebtedness secured by said mortgage, said real estate was thereupon sold to Goldome Credit Corporation, as Assignee, and;

WHEREAS, the said mortgage by its terms expressly authorized and empowered the Mortgagee or any assignee or transferee thereof, through its duly authorized agent or auctioneer in the case of sale under the power of sale contained in said mortgage, to execute to the purchaser at the sale pursuant to foreclosure, a deed to said real estate; and

WHEREAS, the undersigned was the duly authorized agent and auctioneer for the Assignee to conduct the sale and was the person conducting the sale;

NOW, THEREFORE, in consideration of the premises and of a credit of Thirty Thousand, Seven Hundred Fourteen and 62/100 Dollars (\$30,714.62), on the indebtedness secured by said mortgage, the Assignee, by and through the undersigned, its duly authorized agent and auctioneer for the Assignee as the person conducting the sale, and the undersigned as agent and auctioneer and the person conducting the sale, do hereby GRANT, BARGAIN, SELL and CONVEY unto Goldome Credit Corporation, as Assignee, the highest bidder at said sale, the following described real estate situated in Shelby County, Alabama, to-wit:

From the southwest corner of the southeast quarter of the northwest quarter of Section 13, Township 19 South, Range 2 West, Shelby County, Alabama, run thence in a Northerly direction along the west line of said quarter-quarter section for a distance of 668.86 feet; thence turn an angle to the right of 92 degrees 19'23" and run in an easterly direction for a distance of 356.41 feet to the point of beginning of the parcel herein described; thence continue eastward along the same course as before for 328.91 feet; thence turn an angle to the right of 62 degrees 53' 23" and run in a southeasterly direction for 224.30 feet and radial to a curve running southwesterly; thence run southwesterly along the arc of a curve for 54.88 feet to the end of said curve, said curve having a radius of 50.00 feet, a central angle of 62 degrees 53' 23" and being concave southeasterly; thence run southerly and westerly along the arc on a curve for a distance of 39.27 feet, said curve having a radius of 25.00 feet, a central angle of 90 degrees 00' and being concave northwesterly, thence run in a westerly direction tangent to last said curve and along the north right of way line of Surrey Lane for a distance of 218.03 feet; thence run northwesterly along the arc of a curve in Surrey Lane for a distance of 166.05 feet said curve having a radius of 211.42 feet a central angle of 45 degrees 00' and being concave northwesterly thence run in a northwesterly direction along said north right of way line tangent to said curve for 154.59 feet; thence turn an angle to the right of 90 degrees 00' and run northeasterly for a distance of 138.48 feet to the point of beginning.

TO HAVE AND TO HOLD the above described property unto said highest bidder, its successors and assigns, forever, subject, however, to all easements and restrictions of record and to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, the Assignee has caused this instrument to be executed by and through the undersigned, its duly authorized agent and auctioneer and the person conducting the sale, and the undersigned in his capacity as agent and auctioneer of Goldome Credit Corporation and as the person conducting the sale, has executed this instrument on this the 24th day of April, 1990.

GOLDOME CREDIT CORPORATION,
as ASSIGNEE

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

90 APR 24 PM 12:15

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

BY: *Aubrey J. Holloway, Jr.*
AGENT and AUCTIONEER FOR
GOLDOME CREDIT CORPORATION

STATE OF ALABAMA)

JEFFERSON COUNTY)

1. Deed Tax	---	\$ 0.00
2. Mtg. Tax	---	\$ 0.00
3. Recording Fee	---	\$ 10.00
4. Indexing Fee	---	\$ 3.00
5. No Tax Fee	---	\$ 1.00
6. Certified Fee	---	\$ 1.00
Total	---	\$ 15.00

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Aubrey J. Holloway, Jr., who is named as Agent and Auctioneer for the Assignee and as the person conducting the sale 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, in his capacity as Agent and Auctioneer and the person conducting the sale, and with full authority, executed this instrument voluntarily on the day the same bears date.

Given under my hand and official seal this the 24th day of April, 1990.

Jeanie H. Pratter
NOTARY PUBLIC
COMMISSION EXPIRES: 6/92

THIS INSTRUMENT PREPARED BY:

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