

MORTGAGE FORECLOSURE DEED

1352

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That, whereas, on the 13th day of October, 1988, Lewis Gerald Johnson and wife, Kendra Delaine Johnson, hereinafter referred to as "Mortgagor," executed a mortgage on the real estate hereinafter described to Cardinal Homes, Inc., hereinafter referred to as "Mortgagee," which mortgage is recorded in Real Property Book 45, Page 222, 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 13th day of October, 1988, and recorded in Real Property Book 45, Page 225, 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

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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 19th day of June, 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-Five Thousand, Eight Hundred Five and 02/100 Dollars (\$35,805.02), 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-Five Thousand, Eight Hundred Five and 02/100 Dollars (\$35,805.02), 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:

Commence at the point where the northline of said 1/4-1/4 intersects the east right of way line of US Highway #31 as the same is this date situated and from said Point of Beginning, run thence southerly and along the eastline of said highway for a distance of 105 feet to a point, thence run east and parallel to the northline of said 1/4-1/4 a distance of 210 feet to a point, thence run northerly and parallel to the eastline of said Highway #31 for 105 feet more or less to the northline of said 1/4-1/4, thence run west along said north 1/4-1/4 line for 210 feet to the Point of Beginning. Containing 0.5 Acre +/-.

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 19th day of June, 1990.

GOLDOME CREDIT CORPORATION,
as ASSIGNEE

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

STATE OF ALABAMA)

SHELBY COUNTY)

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 19th day of June, 1990.

Jannie H. Proctor
NOTARY PUBLIC
COMMISSION EXPIRES: 6/92

THIS INSTRUMENT PREPARED BY:

LAW OFFICES OF G. THOMAS YEAROUT, P.C.
Suite 550, New South Federal Building
2100 First Avenue North
Birmingham, AL 35203
(205) 328-4156

RECEIVED
SHELBY COUNTY, ALA.
INSTRUMENT WAITING

90 JUN 19 PM 12:45

JUDGE OF PROBATE

NO TAX COLLECTED

1. Deed Tax	8
2. Imp. Tax	3
3. L. & C. Tax	10.00
4. L. & C. Tax	3.00
5. L. & C. Tax	1.00
6. County Tax	1.00
Total	15.00

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