

This instrument prepared by:  
James G. Henderson  
800 Financial Center  
505 North 20th Street  
Birmingham, AL 35203-2605  
(205) 328-9190

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**MORTGAGE FORECLOSURE DEED**

KNOW ALL MEN BY THESE PRESENTS, That, whereas, hereto on, to-wit: On the 28th day of October, 1988, RAY J. NICHOLS and wife, SUE C. NICHOLS executed a certain Note and Mortgage to SOUTH STATES MORTGAGE CORPORATION, said mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 211, Page 841. Said Mortgage was assigned to FIRST SECURITY MORTGAGE CORPORATION by Assignment of Mortgage on the 28th day of October, 1988, said Assignment being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 211, Page 847. Said Mortgage was Assigned to ANDREW JACKSON SAVINGS AND LOAN ASSOCIATION by Assignment of Mortgage on the 9th day of November, 1988, said Assignment being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 226, Page 524. Said Mortgage was assigned to REAL ESTATE FINANCING, INC. by Assignment of Mortgage on the 31st day of October, 1990, said Assignment being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 320, Page 85, and;

WHEREAS, in and by said mortgage, the mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the Courthouse door in Shelby County, Alabama, after giving notice of time, place and terms of said sale in some newspaper published in said County by publication once a week for three (3) consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the mortgagee or any person conducting said sale for the mortgagee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bidder therefore; and;

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said mortgagee did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in The Shelby County Reporter, a newspaper published in Shelby County, Alabama, in its issues of October 6, 13 and 20, 1993, and;

WHEREAS, on November 5, 1993, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and JAMES G. HENDERSON was the Auctioneer who conducted said sale for REAL ESTATE FINANCING, INC. and;

11/09/1993-35543  
07:14 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of REAL ESTATE FINANCING, INC. in the amount of Fifty Four Thousand Two Hundred Seven Dollars and 87/100 (\$54,207.87), of which sum of money REAL ESTATE FINANCING, INC. offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to REAL ESTATE FINANCING, INC., and;

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of Fifty Four Thousand Two Hundred Seven Dollars and 87/100 (\$54,207.87), on the indebtedness secured by said mortgage, the said REAL ESTATE FINANCING, INC., by and through JAMES G. HENDERSON, as Auctioneer conducting said sale and as Attorney-In-fact for REAL ESTATE FINANCING, INC., and the said JAMES G. HENDERSON, as the Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL, AND CONVEY unto the said REAL ESTATE FINANCING, INC., the following properties situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the SE 1/4 of the NE 1/4 of Section 11, Township 24 North, Range 12 East, Shelby County, Alabama, more particularly described as follows: Parcel #1: Commence at the NE corner of Section 11, Township 24 North, Range 12 East, Shelby County, Alabama, and go South 3 deg. 45 min. East along the East boundary of said Section 1780.0 feet thence North 46 deg. 45 min. West for 114.7 feet; thence South 62 deg. 00 min. West for 223.7 feet; thence North 3 deg. 45 min West for 145.0 feet; thence South 76 deg. 41 min. West for 50.0 feet to the point of beginning; thence continue along this line for 165.0 feet; thence South 3 deg. 45 min. East for 200.0 feet; thence North 76 deg. 41 min. East for 165.0 feet; thence North 3 deg. 45 min. West for 200.0 feet to the point of beginning. Parcel #2: Commence at the Northeast corner of Section 11, Township 24 North, Range 12 East, Shelby County, Alabama, and go South 3 deg. 45 min. East along East boundary of said Section 1780.0 ft.; thence North 46 degrees 45 min. West for 114.7 feet; thence South 62 deg. 00min. West for 223.7 feet; thence North 3 deg. 45 min. West for 145.0 feet; thence South 76 deg. 41 min. West for 215.0 feet to the point of beginning; thence continue along this line for 173.0 feet; thence South 3 deg. 45 min. East for 286.0 feet; thence North 86 deg. 30 min. East for 332.30 feet; thence North 3 deg. 26 min. West for 143.64 feet; thence south 76 deg. 41 min. West for 165.0 feet; thence North 3 deg. 45 min. West for 200.0 feet to the point of beginning. Situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto REAL ESTATE FINANCING, INC. and its successors and assigns forever, subject, however, 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, REAL ESTATE FINANCING, INC., has caused this instrument to be executed by and through JAMES G. HENDERSON, as Auctioneer conducting said sale, and as Attorney-In-Fact, and JAMES G. HENDERSON as Auctioneer conducting said sale, has hereto set his hand and seal on this the 5<sup>th</sup> day of November, 1993.

REAL ESTATE FINANCING, INC.

By: [Signature]  
JAMES G. HENDERSON  
Attorney-In-Fact and Auctioneer.

By: [Signature]  
JAMES G. HENDERSON  
Auctioneer conducting said sale.

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07:14 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES G. HENDERSON whose name as Auctioneer and Attorney-In-Fact for REAL ESTATE FINANCING, INC., 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 such Auctioneer and Attorney-In-fact, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5<sup>th</sup> day of November, 1993.

SEAL

Melody R. Fields  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: March 12, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, being a Notary Public in and for said County, in said State, do hereby certify that JAMES G. HENDERSON, whose name as Auctioneer 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 said conveyance, he, in his capacity as Auctioneer, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal this the 5<sup>th</sup> day of November, 1993.

SEAL

Melody R. Fields  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: March 12, 1995.  
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