

VA Form 26-40 (322)
JUNE, 1983. Use optional Section 1810,
Title 38 U.S.C. Acceptable to
Federal National Mortgage Association

MORTGAGE FORECLOSURE DEED

**STATE OF ALABAMA
COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS: That Thomas S. Slaughter, Jr. and wife, Sarah K. Slaughter, did, on to-wit, June 9, 1992, execute a mortgage to AmSouth Mortgage Company, Inc., which mortgage is recorded in Instrument No. 1992-10827, et seq., in the Office of the Judge of Probate of Shelby County, which mortgage was subsequently assigned to Countrywide Funding Corporation, (now known as Countrywide Home Loans, Inc.), by instrument recorded in Instrument No. 1995-6398 of the said Probate Court records; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and the said Countrywide Home Loans, Inc. did declare all of the indebtedness secured by said mortgage due and payable and did give due and proper notice of the foreclosure of said mortgage, in accordance with the terms thereof, by publication in The Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, in its issues of April 15, 22, and 29, 1998, which sale was postponed by publication in The Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, in its issue of May 27, 1998; and

WHEREAS, on June 16, 1998, the day on which the foreclosure sale was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure sale was duly and properly conducted, and did offer for sale and did sell at public outcry, in front of the Courthouse door of Shelby County, Alabama, in the City of Columbiana, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid for cash obtained for the property described in the aforementioned mortgage was the bid of the said Countrywide Home Loans, Inc., in the amount of Seventy Seven Thousand, Eight Hundred Forty Seven, and 07/100 (\$77,847.07) Dollars, which sum the said Countrywide Home Loans, Inc. offered to credit on the indebtedness secured by said mortgage, and said property was thereupon sold to the said Countrywide Home Loans, Inc.; and

WHEREAS, said mortgage expressly authorized the Mortgagee to bid at the said sale and purchase said property, if the highest bidder therefor, and authorized the Mortgagee or Auctioneer or any person conducting said sale for the Mortgagee to execute to the purchaser at the sale a deed to the property so purchased;

NOW, THEREFORE, in consideration of the premises and of a credit of Seventy Seven Thousand, Eight Hundred Forty Seven, and 07/100 (\$77,847.07) Dollars, on the indebtedness secured by said mortgage, the said Thomas S. Slaughter, Jr. and Sarah K. Slaughter, acting by and through the said Countrywide Home Loans, Inc. by Michael T. Atcheson, as said Auctioneer and the person conducting the said sale for the Mortgagee or Transferee of Mortgagee, and the said Countrywide Home Loans, Inc. by Michael T. Atcheson, as said Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and Michael T.

06/25/1998-23674
11:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NEL 19.50

Inst • 1998-23674

Atcheson as said Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, do hereby GRANT, BARGAIN, SELL AND CONVEY unto Countrywide Home Loans, Inc., the following described real property situated in Shelby County, Alabama, to-wit:


Block Eleven of Joseph Squire's Map of Helena as recorded in Map Book 3, Page 121, in the Office of the Judge of Probate of Shelby County, Alabama; LESS AND EXCEPT: any part lying within the rights-of-way of the public streets; AND LESS AND EXCEPT: Lot One of said Block Eleven, AND LESS AND EXCEPT: That part conveyed in Deed Book 56, Page 118, described as follows: One-half acre, more or less, in the Southeast corner of said Block Eleven, described more particularly as follows: Begin at the Southeast corner of said Block Eleven (said corner being the intersection of the North right-of-way of Second Avenue and the West right-of-way of Third Street); thence run North along West right-of-way of said Third Street 93.92 feet; thence turn right 02 degrees 33 minutes 56 seconds and continue along said right-of-way 46.08 feet; thence turn left 87 degrees 06 minutes 26 seconds and run West 160.00 feet; thence turn left 88 degrees 15 minutes 54 seconds and run South 146.00 feet to a point on the North right-of-way of said Second Avenue; thence turn left 93 degrees 49 minutes 48 seconds and run East along said right-of-way 176.00 feet to the point of beginning. Situated in Shelby County, Alabama. According to survey of Amos Cory, PLS #10550, dated May 12, 1992.

TO HAVE AND TO HOLD the above described property unto Countrywide Home Loans, Inc., 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, the said Countrywide Home Loans, Inc., has caused this instrument to be executed by Michael T. Atcheson, as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and in witness whereof the said Michael T. Atcheson has executed this instrument in his capacity as such Auctioneer on this the 16th day of June, 1998.

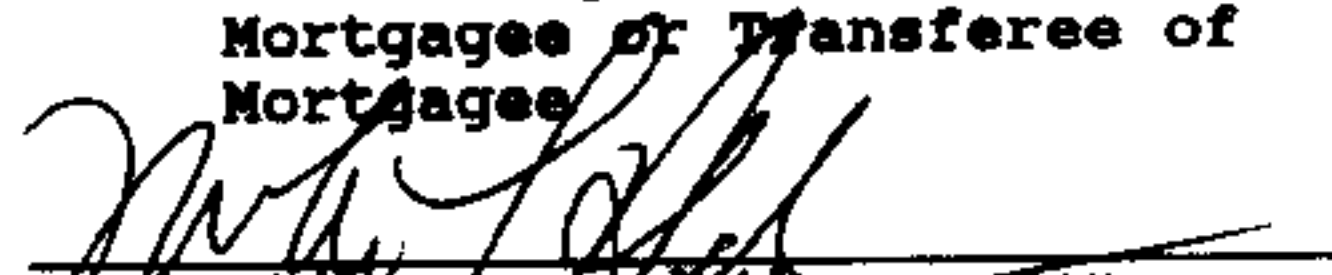
THOMAS S. SLAUGHTER, JR.
AND SARAH K. SLAUGHTER

BY: COUNTRYWIDE HOME LOANS, INC.
Mortgagee or Transferee of
Mortgagee

BY: 
As Auctioneer and the person
conducting said sale for the
Mortgagee or Transferee of
Mortgagee

COUNTRYWIDE HOME LOANS, INC.
Mortgagee or Transferee of
Mortgagee

BY: 
As Auctioneer and the person
conducting said sale for the
Mortgagee or Transferee of
Mortgagee


As Auctioneer and the person
conducting said sale for the
Mortgagee or Transferee of
Mortgagee

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned Notary Public in and for said State and County, hereby certify that Michael T. Atcheson, whose name as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgage, 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 such Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgage, and with full authority, executed this instrument voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 16th day of June, 1998.


NOTARY PUBLIC

My Commission Expires: 10/16/2000

Grantee's address:

6400 Legacy Drive
Plano, TX 75024-3632

This instrument prepared by:

William S. McFadden
McFADDEN, LYON & ROUSE, L.L.C.
718 Downtowner Boulevard
Mobile, Alabama 36609

MCFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609-5499

STOVA F. MCFADDEN
WILLIAM M. LYON, JR.
BETH MCFADDEN ROUSE
JEFFRY ALAN HEAD
DOUGLAS L. ANDERSON
WILLIAM S. MCFADDEN
THOMAS H. BENTON, JR.

TELEPHONE: (334) 342-9172
FACSIMILE: (334) 342-9457

May 14, 1998

Internal Revenue Service
600 South Maestri Place
Special Procedures Stop: 31
New Orleans, LA 70130

RECEIVED
MAY 18 1998
72 DIR. INT. REV.
NEW ORLEANS

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: Countrywide Home Loans, Inc. v. Slaughter

Gentlemen:

Notice is given pursuant to Section 7425(c)(1) of the Internal Revenue Code of the intended foreclosure of a mortgage executed by Thomas S. Slaughter, Jr. and wife, Sarah K. Slaughter to AmSouth Mortgage Company, Inc. dated the 9th day of June, 1992 and recorded in Instrument No. 1992-10827 of the records in the Office of the Judge of Probate, Shelby County, Alabama, which mortgage was subsequently assigned to Countrywide Funding Corporation, (now known as Countrywide Home Loans, Inc.), by instrument recorded in Instrument No. 1995-6398 of the said Probate Court records.

Our title search reveals a federal tax lien styled as follows:

IRS v. Thomas S. and Sarah K. Slaughter in the sum of \$156,131.00 dated October 31, 1996 and recorded in Inst. #1996-37839 of the Shelby County Probate Court records. A copy of said tax lien is enclosed.

IRS v. Thomas S. and Sarah K. Slaughter in the sum of \$4,779.44 dated June 15, 1995 and recorded in Inst. #1995-16546 of the Shelby County Probate Court records. A copy of said tax lien is enclosed.

Said mortgage covers a lot and residence within the City of Helena, and County of Shelby, Alabama, property address: 129 1st Avenue, Helena, AL 35080, and more particularly described as follows:


Block Eleven of Joseph Squire's Map of Helena as recorded in Map Book 3, Page 121, in the Office of the Judge of Probate of Shelby County, Alabama; LESS AND EXCEPT: any part lying within the rights-of-way of the public streets; AND LESS AND EXCEPT: Lot One of said Block Eleven, AND LESS AND EXCEPT: That part conveyed in Deed Book 56, Page 118, described as follows: One-half acre, more or less, in the Southeast corner of said Block Eleven, described more particularly as follows: Begin at the Southeast corner of said Block Eleven (said corner being the intersection of the North right-of-way of Second Avenue and the West right-of-way of Third Street); thence run North along West right-of-way of said Third Street 93.92 feet; thence turn right 02 degrees 33 minutes 56 seconds and continue along said right-of-way 46.08 feet; thence turn left 87 degrees 06 minutes 26 seconds and run West 160.00 feet; thence turn left 88 degrees 15 minutes 54 seconds and run South 146.00 feet to a point on the North right-of-way of said Second Avenue; thence turn left 93 degrees 49 minutes 48 seconds and run East along said right-of-way 176.00 feet to the point of beginning. Situated in Shelby County, Alabama. According to survey of Amos Cory, PLS #10550, dated May 12, 1992.

The approximate amount of the principal obligation is \$71,458.85, plus interest of \$4,809.28 and late charges of \$253.08, for a total of \$76,521.21. In addition, there will be due at the time of the sale an attorney's fee of approximately \$500.00, the newspaper advertisement expenses of approximately \$250.00 and the title report expense of \$225.00, all of which will be chargeable against the sales proceeds. The payments due on the mortgage are delinquent from October 1, 1997.

Our foreclosure sale is set during the legal hours of sale on June 16, 1998, at the Shelby County Courthouse and the terms are cash to the highest bidder. A copy of the foreclosure notice is enclosed.

Very truly yours,

McFADDEN, LYON & ROUSE, L.L.C.


William S. McFadden
WSM/ldt

Enclosures

THIS NOTICE IS CONSIDERED ADEQUATE
IN ACCORDANCE WITH IRC 7425(C)

Manager's Sign: _____
Chief, Advisory Section, Special Procedures
Gulf Coast District

Inst # 1998-23674

06/25/1998-23674
11:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
19.50
005 MEL