

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

THIS FORECLOSURE DEED made this 5th day of January, 1999
between DARREN A. CHILDERS AND WIFE, KYM A. CHILDERS, Parties of
the First Part, and NORWEST MORTGAGE, INC., Party of the Second
Part;

W I T N E S S E T H:

WHEREAS, the said DARREN A. CHILDERS AND WIFE, KYM A.
CHILDERS, heretofore executed to FIRST FEDERAL BANK, herein
called the Mortgagee, a certain mortgage dated August 27, 1997,
and recorded in Instrument No. 1997-28259, re-recorded on
September 18, 1997, in Instrument No. 1997-30112, Probate Records
of Shelby County, Alabama, which conveyed the hereinafter
described property to secure the indebtedness evidenced by a
note, payable in installments, therein described; and

WHEREAS, the Mortgagee has granted, bargained, sold, con-
veyed and assigned the said mortgage and the indebtedness thereby
secured and the property therein described to the Party of the
Second Part, by assignment dated September 18, 1997, and recorded
in Instrument No. 1997-36083, Probate Records of Shelby County,
Alabama, and the Party of the Second Part was owner thereof at
the time of the sale hereinafter mentioned; and

WHEREAS, the said mortgage provides that if said indebted-
ness or any part thereof should remain unpaid at maturity, then
the whole of indebtedness shall at once become due and payable
and said mortgage be subject to foreclosure, and further provides
that in the event of any such default the Mortgagee shall have
the authority to sell said property before the Courthouse Door in
the City of Columbiana, County of Shelby, State of Alabama, at
public outcry for cash after first giving notice by publication
once a week for three successive weeks of the time, place and
terms of said sale in some newspaper of general circulation
published in Shelby County, Alabama, and further provides that in
the event of any such sale the person conducting such sale shall

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have power and authority to execute a deed to the purchaser of said property at such sale, and further provides that the Mortgagee or its assigns may bid and become the purchaser at such sale of the property therein; and

WHEREAS, parts of said indebtedness remained unpaid at the respective maturities thereof, and the whole of said indebtedness thereupon became due and payable, and default was made in payment thereof, and the Party of the Second Part thereafter gave notice by publication in The Shelby County Reporter, a newspaper of general circulation and published in Shelby County, Alabama, on the 25th day of November, 1998, and the 2nd day of December, 1998, and the 9th day of December, 1998, that it would sell the hereinafter described property before the front door of the Shelby County Courthouse at Columbiana, Alabama, at public outcry to the highest bidder for cash, within the legal hours of sale on the 5th day of January, 1999, and

WHEREAS, the said sale was held at the time and place stated in said notice which was published in the said issues of The Shelby County Reporter, and Party of the Second Part became the purchaser of the hereinafter described property at and for the sum of \$112,008.03 cash, which was the highest, best, and last bid therefore; and

WHEREAS, the undersigned, James J. Odom, Jr., conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by the Party of the Second Part;

NOW THEREFORE, IN consideration of the premises the Party of the First Part and the Party of the Second Part, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto the said NORWEST MORTGAGE, INC., the following described real property situated in Shelby County, Alabama, to-wit:

Lot 35, according to the survey of Port South, First Sector, as recorded in Map Book 6, Page 22, in the Office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said NORWEST MORTGAGE, INC., its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said NORWEST MORTGAGE, INC., under and by virtue of the power and authority contained in the aforesaid mortgage. Subject, however, to the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, also subject to prior liens, ad valorem taxes, easements and restrictions of record.

IN WITNESS WHEREOF, the said DARREN A. CHILDERS AND WIFE, KYM A. CHILDERS, and NORWEST MORTGAGE, INC., have hereunto set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the day and year first above written.

BY: 

As Attorney-in-Fact and Auctioneer

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that James J. Odom, Jr. whose name as attorney-in-fact and auctioneer for DARREN A. CHILDERS AND WIFE, KYM A. CHILDERS, and NORWEST MORTGAGE, 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, as such attorney-in-fact and auctioneer, executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5th day of January, 1999.



Notary Public

My Commission Expires: 3/13/99

THIS INSTRUMENT PREPARED BY:

ARTHUR M. STEPHENS

STEPHENS, MILLIRONS, HARRISON & GAMMONS, P.C.

P.O. BOX 307

HUNTSVILLE, AL 35804

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