

STATE OF ALABAMA       )  
                              ;  
COUNTY OF SHELBY       )

THIS FORECLOSURE DEED made this 15th day of June, 1999  
between MILO FP AITA AND WIFE, JANE AITA, Parties of the First  
Part, and CHASE MANHATTAN MORTGAGE CORPORATION, Party of the  
Second Part;

W I T N E S S E T H:

WHEREAS, the said MILO FP AITA AND WIFE, JANE AITA,  
heretofore executed to CHASE MANHATTAN MORTGAGE CORPORATION,  
herein called the Mortgagee, a certain mortgage dated July 19,  
1996, and recorded in Instrument No. 1996-23536, 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 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  
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

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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 12th day of May, 1999, and the 19th day of May, 1999, and the 26th day of May, 1999, 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 15th day of June, 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 \$97,247.88 cash, which was the highest, best, and last bid therefor; 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 CHASE MANHATTAN MORTGAGE CORPORATION, the following described real property situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the SE 1/4 of the NW 1/4 of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the SE 1/4 of the NW 1/4 of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama; thence run West along the South 1/4 1/4 line 535.83 feet; thence turn right 88 deg. 20 min. 19 sec. and run North 514.36 feet; thence turn right 57 deg. 52 min. 00 sec. and run Northeast 151.64 feet to the point of beginning; thence continue last course 155.04 feet; thence turn right 100 deg. 14 min. 00 sec. and run Southeast 172.77 feet to a point on the North right of way of King Valley Circle; thence turn right 98 deg. 49 min. 00 sec. and run Southwest 44.43 feet to the point of a counterclockwise curve having a radius of 124.89 feet and a delta angle of 27

deg. 39 min. 00 sec.; thence run along the arc of said curve and right of way 60.27 feet; thence turn right 90 deg. 00 min. 00 sec. from tangent and run Northwest 152.06 feet to the point of beginning; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said CHASE MANHATTAN MORTGAGE CORPORATION, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said CHASE MANHATTAN MORTGAGE CORPORATION, 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 MILO FP AITA AND WIFE, JANE AITA, and CHASE MANHATTAN MORTGAGE CORPORATION, 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 MILO FP AITA AND WIFE, JANE AITA, and CHASE MANHATTAN MORTGAGE CORPORATION, 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 15th day of June, 1999.

*Anne P. Marshall*  
Notary Public  
My Commission Expires: 3/13/2003

THIS INSTRUMENT PREPARED BY:  
ARTHUR M. STEPHENS  
STEPHENS, MILLIRONS, HARRISON & GAMMONS, P.C.  
P.O. BOX 307  
HUNTSVILLE, AL 35804

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