

AUCTIONEER'S DEED

Inst. # 2000-09192

STATE OF ALABAMA

COUNTY OF SHELBY

WHEREAS, James H. Johnson and Vickie R. Johnson, Husband and wife executed a mortgage to Premiere Mortgage Corporation on the 28th day of February, 1995, on that certain real property hereinafter described, which mortgage is recorded in Book 1995, Page 6119, of the records in the Office of the Judge of Probate, Shelby County, Alabama; which said mortgage was subsequently assigned to Countrywide Funding Corporation (now known as Countrywide Home Loans, Inc.) by instrument recorded in Book 1995, page 6120 of said Probate Court records; and

WHEREAS, in said mortgage the mortgagee was vested with full power and authority, upon the happening of a default in the payment of the principal note described in and secured by said mortgage or any installment of interest thereon, to sell said property hereinafter described at public outcry before the Courthouse door in the City of Columbiana, County of Shelby, Alabama, for cash to the highest bidder, after giving notice of the time, place and terms of sale by an advertisement published once a week for three successive weeks in a newspaper published in the City of Columbiana, Alabama; and

WHEREAS, default was made in the payment of said indebtedness described in and secured by said mortgage; and

WHEREAS, notice of the time, place and purposes of said sale, as required by said mortgage has been given in The Shelby County Reporter, a newspaper published in the City of Columbiana, Alabama, by an advertisement published in the issues of said newspaper on February 16, 23 and March 1, 2000, fixing the time of the sale of said property to be during the legal hours of sale on the 15th day of March, 2000, and the place of same at the front door of the Courthouse of Shelby County, in the City of Columbiana, Alabama, and the terms of the sale to be cash; and

WHEREAS, a sale has been made of the said real property hereinafter described during the legal hours of sale on the 15th

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SHELBY COUNTY JUDGE OF PROBATE  
DDB HNS 22.00

day of March, 2000, at the front door of the Courthouse of Shelby County, Alabama, in strict conformity with the powers of sale contained in the said mortgage, at which sale Countrywide Home Loans, Inc. was the highest and best bidder and did become the purchaser of the real property hereinafter described for the sum of \$63,835.67 cash in hand paid by said purchaser to Michael T. Atchison, as auctioneer who conducted the sale on behalf of the owner of said mortgage; the said Countrywide Funding Corporation (now known as Countrywide Home Loans, Inc.), by and through Michael T. Atchison as such auctioneer, and as its attorney-in-fact, and James H. Johnson and Vickie R. Johnson by Michael T. Atchison, as their attorney-in-fact, under and by virtue of the authority contained in said mortgage, do hereby GRANT, BARGAIN, SELL AND CONVEY unto Countrywide Home Loans, Inc., its successors and assigns, the following described real property situated in the County of Shelby, State of Alabama, to-wit:

Lot 93, as shown on a map entitled "Property Line Map, Siluria Mills", prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965 and being more particularly described as follows:

Commence at the intersection of the Westerly right of way line of Fallon Avenue and the Southerly right of way line of 2nd Avenue, said right of way line as shown on the Map of the Dedication on the Streets and Easements, Town of Siluria, Alabama; thence Northwesterly along said right of way line of 2nd Avenue for 243.00 feet to the point of beginning; thence 90 deg. 26 min. 37 sec. left and run Southwesterly for 104.63 feet; thence 89 deg. 48 min. 37 sec. right and run Northwesterly for 111.11 feet; thence 106 deg. 10 min. 30 sec. right and run Northeasterly for 107.96 feet to a point on the Southerly right of way line of 2nd Avenue; thence 74 deg. 27 min. 30 sec. right and run Southeasterly along said right of way line of 2nd Avenue for 81.07 feet to the point of beginning; being situated in Shelby County, Alabama.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments, easements and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Countrywide Home Loans, Inc., the purchaser at said sale, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Countrywide Funding Corporation (now known as Countrywide Home Loans, Inc.) by and through Michael T. Atchison, as the auctioneer who conducted said sale, and as its

attorney-in-fact and James H. Johnson and Vickie R. Johnson by Michael T. Atchison, as their attorney-in-fact, have hereunto set their hands and seals on this the 15th day of March, 2000.

COUNTRYWIDE FUNDING CORPORATION (NOW  
KNOWN AS COUNTRYWIDE HOME LOANS,  
INC.)

BY: 

Auctioneer who conducted said  
sale and attorney-in-fact

JAMES H. JOHNSON AND  
VICKIE R. JOHNSON

BY: 

Attorney-in-fact

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned Notary Public in and for said State and County, hereby certify that Michael T. Atchison, the auctioneer who conducted the sale, whose name as auctioneer and attorney-in-fact for, Countrywide Funding Corporation (now known as Countrywide Home Loans, 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 said conveyance, he in his capacity as such auctioneer and attorney-in-fact and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 15<sup>th</sup> day of  
March, 2000.

  
NOTARY PUBLIC

My Commission Expires: 10/16/01

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned Notary Public in and for said State and County, hereby certify that Michael T. Atchison, whose name as attorney-in-fact for James H. Johnson and Vickie R. Johnson 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 attorney-in-fact, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 15<sup>th</sup> day of  
March, 2000.

  
NOTARY PUBLIC

My Commission Expires: 10/16/01

Grantee's address:

7105 Corporate Drive  
Plano, Texas 75024

This instrument prepared by:

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

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ALABAMA, SOUTHERN DIVISION

In Re:

JOHNSON, JAMES MICHAEL  
617 10TH AV SW  
ALABASTER, AL 35007

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) Case Number: 99-05318-BGC-7  
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) Chapter: 7  
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Debtor )  
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Social Security No(s):  
Debtor: 314-96-3420

**DISCHARGE OF DEBTOR**

It appearing that the debtor is entitled to a discharge,

**IT IS ORDERED:**

The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

**BY THE COURT**

**Dated:** January 5, 2000

BENJAMIN G. COHEN  
United States Bankruptcy Judge

**SEE BACK SIDE OF THIS ORDER FOR IMPORTANT INFORMATION**

EXPLANATION OF BANKRUPTCY DISCHARGE  
IN A CHAPTER 7 CASE

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:]* [There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts that are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts that are Not Discharged

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts that are in the nature of alimony, maintenance, or support;
- c. Debts for most student loans;
- d. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- e. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle while intoxicated;
- f. Some debts which were not properly listed by the debtor;
- g. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- h. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

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