

AUCTIONEERS DEED

STATE OF ALABAMA

COUNTY OF SHELBY

WHEREAS, Danny W. Green and Elizabeth S. Green, Husband and Wife, executed a mortgage to America's Wholesale Lender (now known as Countrywide Home Loans, Inc.) on the 21st day of November, 1996, on that certain real property hereinafter described, which mortgage is recorded in Instrument #1996-39183, of the records in the Office of the Judge of Probate, Shelby County, Alabama; 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 23, March 1, and 8, 2000, fixing the time of the sale of said property to be during the legal hours of sale on the 23rd 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 23rd 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 Federal Home Loan Mortgage Corporation was the highest and best bidder and did become the purchaser of the real property hereinafter described for the sum of \$102,171.15 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 America's Wholesale Lender (now known as Countrywide Home Loans, Inc., by and through Michael T. Atchison as such auctioneer, and as its attorney-in-fact, and Danny W. Green and Elizabeth S. Green by Michael T. Atchison, as their attorney-in-fact, under and by virtue of the authority contained in said mortgage, do

03/31/2000-10359

08:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 HRS 121.00

Inst # 2000-10359

hereby GRANT, BARGAIN, SELL AND CONVEY unto Federal Home Loan Mortgage Corporation, its successors and assigns, the following described real property situated in the County of Columbiana, State of Alabama, to-wit:

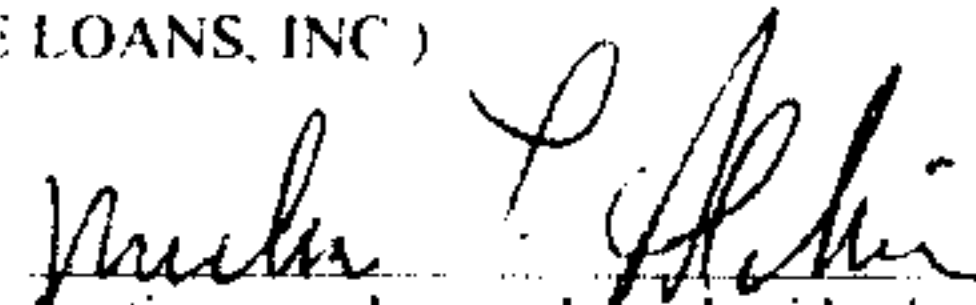
Lot 12, according to the Survey of Scottsdale - First Addition as recorded in Map Book 7, Page 14 of the records in the Office of the Judge of Probate, Shelby County, Alabama.

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 Federal Home Loan Mortgage Corporation, the purchase at said sale, its successors and assigns, forever

IN WITNESS WHEREOF, the said America's Wholesale Lender (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 Danny W. Green and Elizabeth S. Green, by Michael T. Atchison, as their attorney-in-fact, have hereunto set their hands and seals on this the 23rd day of March, 2000


AMERICA'S WHOLESALE LENDER
(NOW KNOWN AS COUNTRYWIDE
HOME LOANS, INC.)

BY


Auctioneer who conducted said sale
and attorney-in-fact

DANNY W. GREEN AND
ELIZABETH S. GREEN

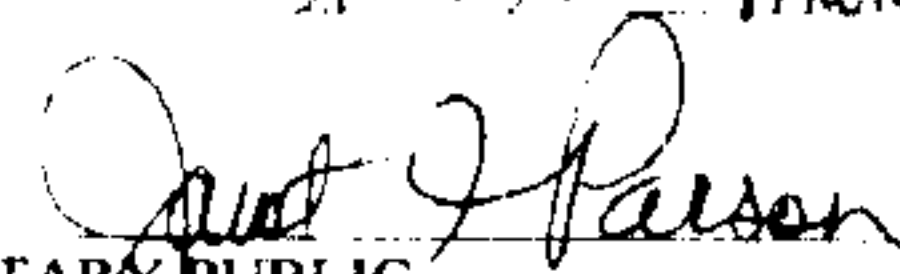
BY


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 America's Wholesale Lender (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 23rd day of March 2000


NOTARY PUBLIC
My Commission Expires 10/16/00

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 Danny W. Green and Elizabeth S. Green 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 23rd day of March, 2000.


NOTARY PUBLIC

My Commission Expires: 10/16/00

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

IN THE UNITED STATES BANKRUPTCY COURT FOR
THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

IN RE:

ELIZABETH GREEN

Debtor.

MOTION OF COUNTRYWIDE HOME
LOANS, INC.

* CHAPTER 13
*
*

* CASE NO.: 99-02377
*
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*
*

AMENDED
CONDITIONAL DENIAL BY CONSENT

ENTERED

DEC - 3 1999

Clerk, U.S. Bankruptcy Court
Northern District of Alabama
By: *[Signature]*

Comes now, the undersigned William S. McFadden as attorney for Movant, Countrywide Home Loans, Inc. and Tina Wilks, as attorney for Elizabeth Green and hereby stipulate and agree as follows:

1. The Movant, Countrywide Home Loans, Inc. filed a motion for relief from stay against Elizabeth Green, seeking relief from the stay which operates as a result of the Debtor having filed a petition under the Bankruptcy Code. The Movant seeks an order authorizing Movant to foreclose its mortgage according to the powers set out in the mortgage. The mortgage is held by Movant with regard to the following described property situated in the County of Shelby, State of Alabama:

Lot 12, According to the Survey of Scottsdale B First Addition. As recorded in Map Book 7, page 14. In the Probate Office of Shelby County, Alabama.

2. Danny W. Green and Elizabeth Green, a married couple, executed a note and mortgage to America's Wholesale Lender (n/k/a Countrywide Home Loans, Inc.) on the 21st day of November, 1996, which mortgage is recorded in the records in the Office of the Judge of Probate of Shelby County, Alabama. The mortgage is in default.

3. It is agreed by the undersigned that the relief prayed for by Countrywide Home Loans, Inc. shall be **CONDITIONALLY DENIED**. The condition is the Debtor is to pay the arrearage in the amount

99-02377-BGC-13

PAGE 2

of \$4,236.32 which consists of the following:

2 postpetition payments (05/99-06/99)	
a, \$762.00 each	\$1,524.00
3 postpetition payments (07/99-09/99)	
a, \$762.44 each	2,287.32
Attorneys fees	350.00
Filing fee	<u>75.00</u>
TOTAL	\$4,236.32

Inst # 2000-10359

03/31/2000-10359
08:49 AM CERTIFIED
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Said sum of \$4,236.32 shall be added to the Debtor's Chapter 13 Plan. Movant shall supplement its proof of claim, which supplement shall be allowed without objection, to include said postpetition arrears. Debtor's regular monthly payment shall recommence with the October, 1999 payment.


It is further **ORDERED** that if Debtor fails to timely make such regular or arrearage payments, the automatic stay shall be terminated and Movant is authorized to immediately foreclose its mortgage without further order of this Court.

The terms of this order for repayment of the arrearage shall apply only so long as the Chapter 13 remains pending.


DATED this the 3rd day of DECEMBER 1999.


JUDGE BENJAMIN G. COHEN
U.S. BANKRUPTCY JUDGE

Confirmed and Agreed


WILLIAM S. McFADDEN
Attorney for Movant
Countrywide Home Loans, Inc.

Confirmed and Agreed


TINA WILKS, Attorney for
Debtor, Elizabeth Green