

STATE OF ALABAMA )  
COUNTY OF SHELBY )

THIS FORECLOSURE DEED made this 28th day of June, 2000  
between KENNETH H. GRAY and wife, TERRY GRAY, Parties of the  
First Part, and BANKERS TRUST COMPANY AS TRUSTEE, Party of the  
Second Part;

W I T N E S S E T H:

WHEREAS, the said KENNETH H. GRAY and wife, TERRY GRAY,  
heretofore executed to CHARTER ONE MORTGAGE CORP., herein called  
the Mortgagee, a certain mortgage dated April 1, 1999, and  
recorded in Instrument No. 1999-16786, 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 BANKERS TRUST COMPANY AS TRUSTEE, by assignment dated  
April 13, 1999, and recorded in Instrument No. 2000-00929,  
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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JESSE L. BROWN JR.  
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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 24th day of May, 2000, and the 31st day of May, 2000, and the 7th day of June, 2000, 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 27th day of June, 2000, 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 \$63,750.00 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 Parties 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 BANKERS TRUST COMPANY AS TRUSTEE, the following described real property situated in Shelby County, Alabama, to-wit:

Lot 42, according to the survey of Kingwood Townhomes, Phase Two, as recorded in Map Book 9, Page 73 in the Probate

Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said BANKERS TRUST COMPANY AS TRUSTEE, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said BANKERS TRUST COMPANY AS TRUSTEE, 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 KENNETH H. GRAY and wife, TERRY GRAY, and BANKERS TRUST COMPANY AS TRUSTEE, 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 KENNETH H. GRAY and wife, TERRY GRAY, and BANKERS TRUST COMPANY AS TRUSTEE, 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 27<sup>th</sup> day of June, 2000.

  
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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