

PREPARED BY JOEL C. WATSON ATTORNEY  
PO BOX 987  
ALABASTER, ALA. 35007

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, on January 28, 1997, Nora Darnell Kilpatrick, executed a certain mortgage on the property hereinafter described to Charles A. Harding and Charles Dewayne Harding, said mortgage being recorded as Instrument #'s 1997-18703 and 1997-18702, in the Probate Office of Shelby County, Alabama; and

WHEREAS, in and by said mortgage, the mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the Courthouse door in Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some newspaper published in said county by publication once a week for three (3) consecutive weeks prior to said sale, at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the mortgagee or any person conducting said sale for the mortgagee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said Charles A. Harding and Charles Dewayne Harding did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in The Shelby County Reporter, a newspaper published in Shelby County, Alabama, for three successive weeks; and

WHEREAS, on November 2, 2000, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and Joel C. Watson was the Auctioneer who conducted said sale for Charles A. Harding and Charles Dewayne Harding; and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of mortgagees, in the amount of TEN THOUSAND ONE HUNDRED TEN DOLLARS AND 30/100 Dollars (\$10110.30) which sum of money MORTGAGEES offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to CHARLES A. HARDING AND CHARLES DEWAYNE HARDING; and

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of TEN THOUSAND ONE HUNDRED TEN DOLLARS AND 30/100 Dollars (\$10,110.30) on the indebtedness secured by said

12/06/2000-41984  
10:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 15.00

Inst # 2000-41984

Inst # 2000-41984

mortgage, the said CHARLES A. HARDING AND CHARLES DeWAYNE HARDING, by and through Joel C. Watson, as Auctioneer conducting said sale and as attorney in fact for Charles A. Harding and Charles Dewayne Harding, and the said Joel C. Watson, as the Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said CHARLES A. HARDING AND CHARLES DeWAYNE HARDING the following described property situated in Shelby County, Alabama, to-wit:

A parcel of land in the NE 1/4 of the NW 1/4 of Section 24, Township 18 South, Range 1 East, Shelby County, Alabama, described as follows: From the NE corner of the NW 1/4, Section 24, Township 18 South, Range 1 East, run South along the East line of said 1/4 1/4 a distance of 484.26 feet; thence right 69 deg. 42 min. a distance of 958.17 feet to the point of beginning; thence continue a distance of 160.00 feet; thence right 94 deg. 25 min. 30 sec. a distance of 137.5 feet along the right of way line of Shelby County Road No. 25; thence right 85 degree 52 min. 25 sec. a distance of 159.84 feet; thence right 94 deg. 00 min. 55 sec. a distance of 136.56 feet to the point of beginning, such described plot being subject to a 30.00 foot wide easement along the North edge for the purpose of Ingress and Egress; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto CHARLES A. HARDING AND CHARLES DeWAYNE HARDING, and his, her, its or their successors and assigns forever, subject, however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, Charles A. Harding and Charles Dewayne Harding has caused this instrument to be executed by and through Joel C. Watson as Auctioneer conducting said sale, and as Attorney in Fact, and Joel C. Watson as Auctioneer conducting said sale, has hereto set his hand and seal on this the 3RD day of NOVEMBER, 2000.

Charles A. Harding and Charles Dewayne Harding, Mortgagee:

By: *Joel C. Watson*  
Joel C. Watson as Attorney in Fact and Auctioneer.

By: *Joel C. Watson*  
Joel C. Watson as Auctioneer conducting said sale  
STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Joel C. Watson whose name as Auctioneer and Attorney in Fact for Charles A. Harding and Charles Dewayne Harding, 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, in his capacity as such Auctioneer and Attorney in Fact, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 3RD day of NOVEMBER, 2000.

*Reborah L. Horton*  
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES  
3-28-2004

12/06/2000-41984  
10:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL  
15.00