

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

Inst # 2001-04464

02/07/2001-04464
MORTGAGE FORECLOSURE DEED 39 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 15.00

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, heretofore, on, January 3, 1997, to-wit, Timothy R. James, an unmarried man, executed and delivered to First Union Mortgage Corporation a mortgage conveying to First Union Mortgage Corporation the property hereinafter described, which said mortgage was given to secure an indebtedness therein mentioned, and which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 1997-02035; and

WHEREAS, it was provided in said mortgage that if a default was made in the payment of the note, and each and every installment thereof, evidencing the indebtedness secured by said mortgage as they or any part thereof became due, then First Union Mortgage Corporation would have the right to declare the entire indebtedness secured by said mortgage due and payable at once and to sell the property conveyed by said mortgage at public outcry for cash at the Shelby County Courthouse door in the City of Columbiana, Alabama, after first giving notice of the time, place and terms of said sale for three weeks by publication in any newspaper then published in said County; and

WHEREAS, it was further provided in said mortgage that in the event of such sale the said mortgagee was authorized and empowered to purchase the property conveyed in said mortgage if the higher bidder therefor, the same as if it were a stranger to said conveyance and in such event the auctioneer or person making said sale was empowered, directed and authorized to execute a deed to such purchaser at said sale in the names of the Mortgagors; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and said First Union Mortgage Corporation, as Mortgagee, did declare all of the indebtedness secured by said mortgage due and payable; and

WHEREAS, First Union Mortgage Corporation, as Mortgagee, acting under the power of sale contained in said mortgage, did give notice for three weeks by weekly insertion in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of January 10, 2001, January 17, 2001, and January 24, 2001, that it would sell said property at the Shelby County Courthouse door in the City of Columbiana, Alabama, at auction to the highest bidder for cash, during the legal hours of sale on February 2, 2001; and

WHEREAS, after having given said notice, First Union Mortgage Corporation, as Mortgagee, on the 2nd day of February, 2001, during the legal hours of sale, did offer said property to the highest bidder for cash at the Shelby County Courthouse door in the City of Columbiana, Alabama; and

WHEREAS, First Union Mortgage Corporation, as Mortgagee, being the highest, best and last bidder at said sale, became the purchaser of said property at and for the sum of One Hundred Forty-Four Thousand Three Hundred Forty-One and 29/100 Dollars (\$144,341.29).

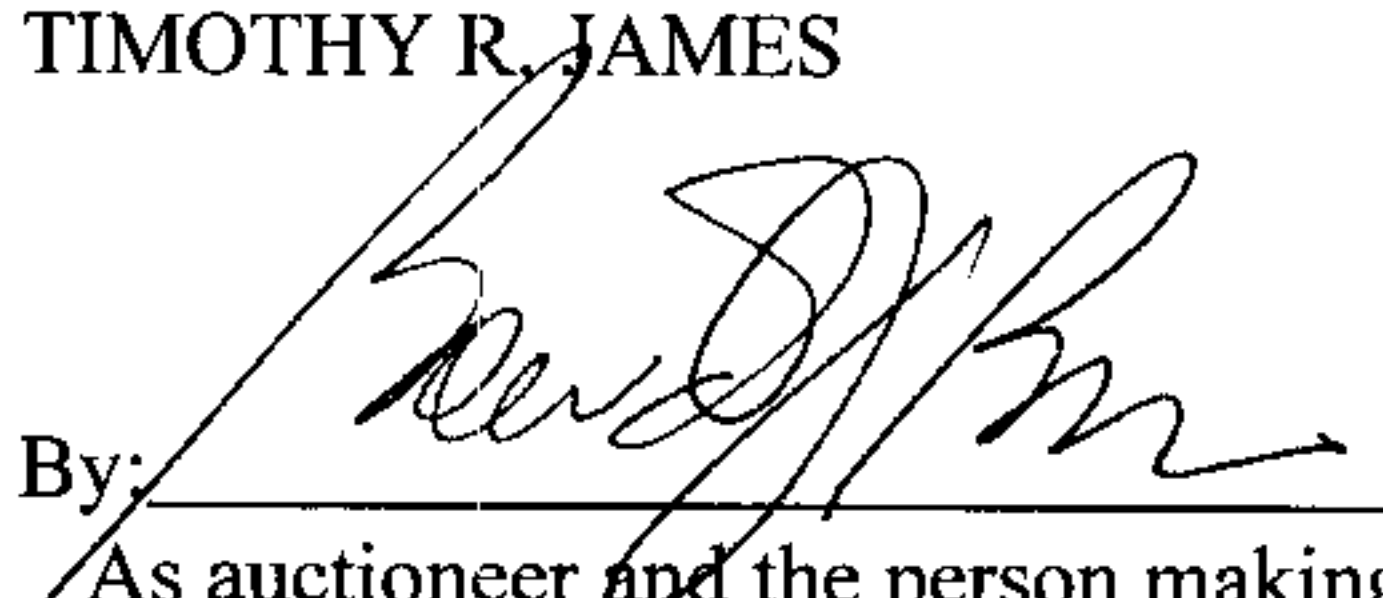
NOW, THEREFORE, Timothy R. James, by Bowdy J. Brown, the auctioneer making said sale, and Bowdy J. Brown, as said auctioneer, for and in consideration of the premises and the sum of One Hundred Forty-Four Thousand Three Hundred Forty-One and 29/100 Dollars, (\$144,341.29) applied by First Union Mortgage Corporation, as Mortgagee, to the indebtedness secured by said mortgage, do hereby Grant, Bargain, Sell and Convey unto the said First Union Mortgage Corporation, its successors and assigns, the following described property, situated in Shelby County, State of Alabama, to-wit:

Lot 22, in Block 2, according to the Survey of Gross' Addition to
Altadena South, 2nd Phase, of 1st Sector, as recorded in Map Book 6,
Page 17, in the Probate Office of Shelby County, Alabama.

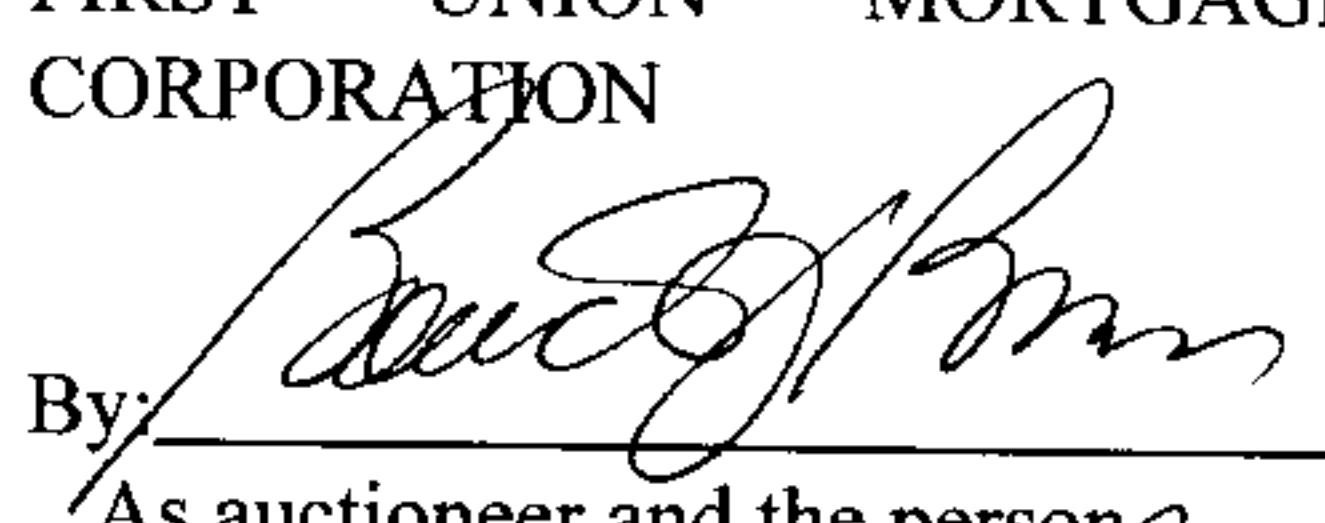
TO HAVE AND TO HOLD, the aforegranted property unto the said First Union Mortgage Corporation, its successors and assigns, forever; subject, however, to the statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws of the State of Alabama. This conveyance is made subject to unpaid taxes and assessments, if any.

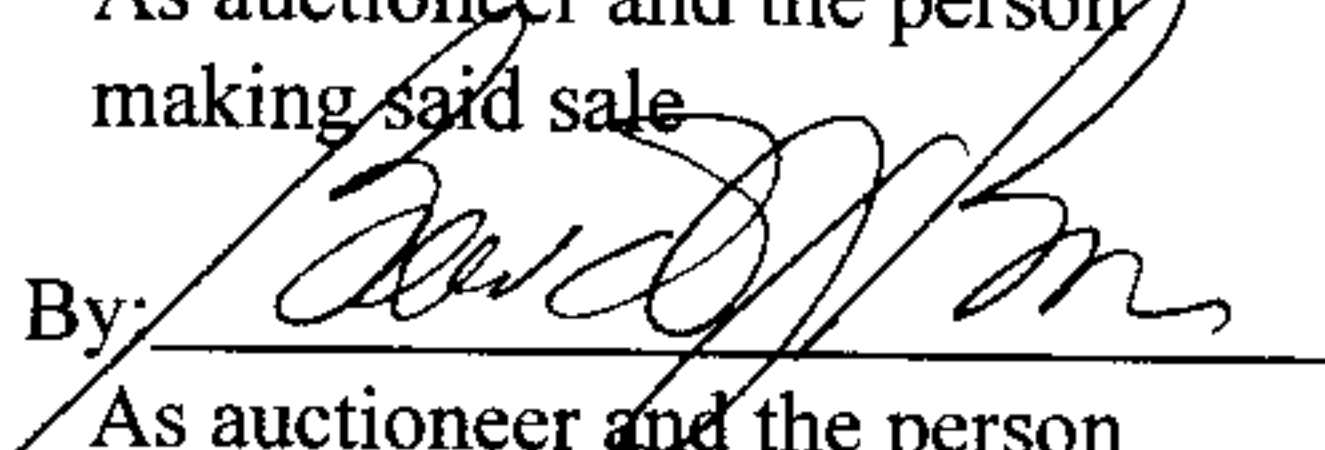
IN WITNESS WHEREOF, Timothy R. James, by Bowdy J. Brown, the person making said sale, First Union Mortgage Corporation, by Bowdy J. Brown, as auctioneer and the person making said sale, and Bowdy J. Brown, as auctioneer and the person making said sale, have caused this instrument to be executed on this, the 2nd day of February, 2001.

TIMOTHY R. JAMES

By: 
As auctioneer and the person making
said sale

FIRST UNION MORTGAGE
CORPORATION

By: 
As auctioneer and the person
making said sale

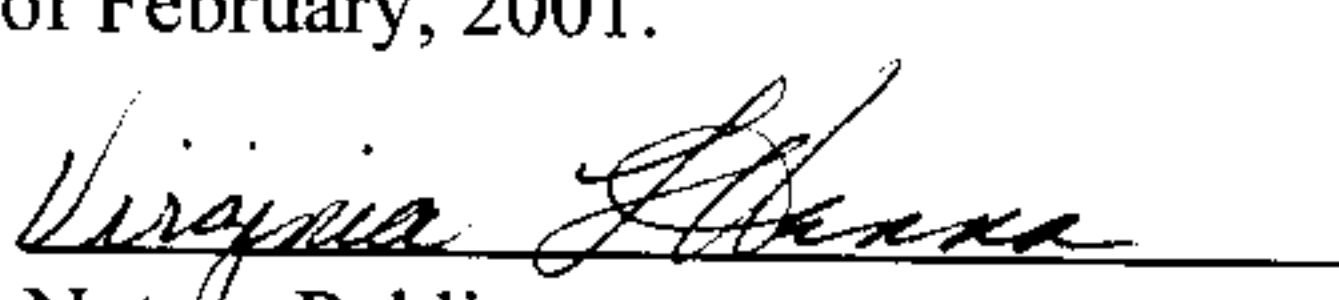
By: 
As auctioneer and the person
making said sale

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Bowdy J. Brown**, whose name as auctioneer and the person conducting said sale, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as auctioneer and the person making said sale, and with full authority, executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this 2nd day of February, 2001.

(SEAL)


Notary Public
My commission expires: 9/01/02

This instrument was prepared by:
Bowdy J. Brown, Esq.
Rushton, Stakely, Johnston & Garrett, P.A.
Post Office Box 270
Montgomery, Alabama 36101-0270

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File No.: 4406-731
FUMC Loan No.: 8032695

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