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Shelby Cnty Judge of Probate, AL
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10/31/2001-46844
AUCTIONEER'S DEED CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 CH 24.00

STATE OF ALABAMA
COUNTY OF SHELBY

WHEREAS, Howard Grant Dunnam, a single man executed a mortgage to First Choice Funding, Inc. on the 11th day of February, 2000, on that certain real property hereinafter described, which mortgage is recorded in Instrument #2000-04565 and re-recorded in Instrument #2000-05348, of the records in the Office of the Judge of Probate, Shelby County, Alabama; which said mortgage was subsequently assigned to The Provident Bank by instrument recorded in Instrument #2001-25075 of said Probate Court records; the subject of said mortgage having been subsequently conveyed to 159 Windsor Lane Land Trust, G. Raymond Brown, Trustee by instrument recorded in Instrument #2001-10672 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 June 20, 27, and July 4, 2001, which said was postponed by publication in The Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama; in its issue of August 8, 2001; which said was postponed by publication in The Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama; in its issue of September 12, 2001; which said was

Inst # 2001-46844

postponed by publication in The Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama; in its issue of September 26, 2001; fixing the time of the sale of said property to be during the legal hours of sale on the 5th day of October, 2001, 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 5th day of October, 2001, 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 The Provident Bank was the highest and best bidder and did become the purchaser of the real property hereinafter described for the sum of \$357,828.29 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 The Provident Bank, by and through Michael T. Atchison as such auctioneer, and as its attorney-in-fact, and Howard Grant Dunnam 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 The Provident Bank, its successors and assigns, the following described real property situated in the County of Shelby, State of Alabama, to-wit:

Lot 1325, according to the Survey of Weatherly, Wixford Forest, Sector 13, as recorded in Map Book 22, Page 23, in the Probate Office of 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 The Provident Bank, the purchaser at said sale, its successors and assigns, forever.

IN WITNESS WHEREOF, the said The Provident Bank by and through Michael T. Atchison, as the auctioneer who conducted said sale, and as its attorney-in-fact and Howard Grant Dunnam by Michael T. Atchison, as their attorney-in-fact, have hereunto set their hands and seals on this the 5th day of October, 2001.

THE PROVIDENT BANK

BY: Michael T. Atchison
Auctioneer who conducted said
sale and attorney-in-fact

HOWARD GRANT DUNNAM

By: Michael T. Atchison
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 The Provident Bank 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 5th day of
October, 2001.

James F. Pearson
NOTARY PUBLIC

My Commission Expires: 10/16/04

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 Howard Grant Dunnam 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 5th day of
October, 2001.

James F. Pearson
NOTARY PUBLIC

My Commission Expires: 10/16/04

Grantee's address:

One East Fourth Street, ML 198D
Cincinnati, Ohio 45202

This instrument prepared by:

Beth McFadden Rouse
MCFADDEN, LYON & ROUSE, L.L.C.
718 Downtowner Boulevard
Mobile, Alabama 36609

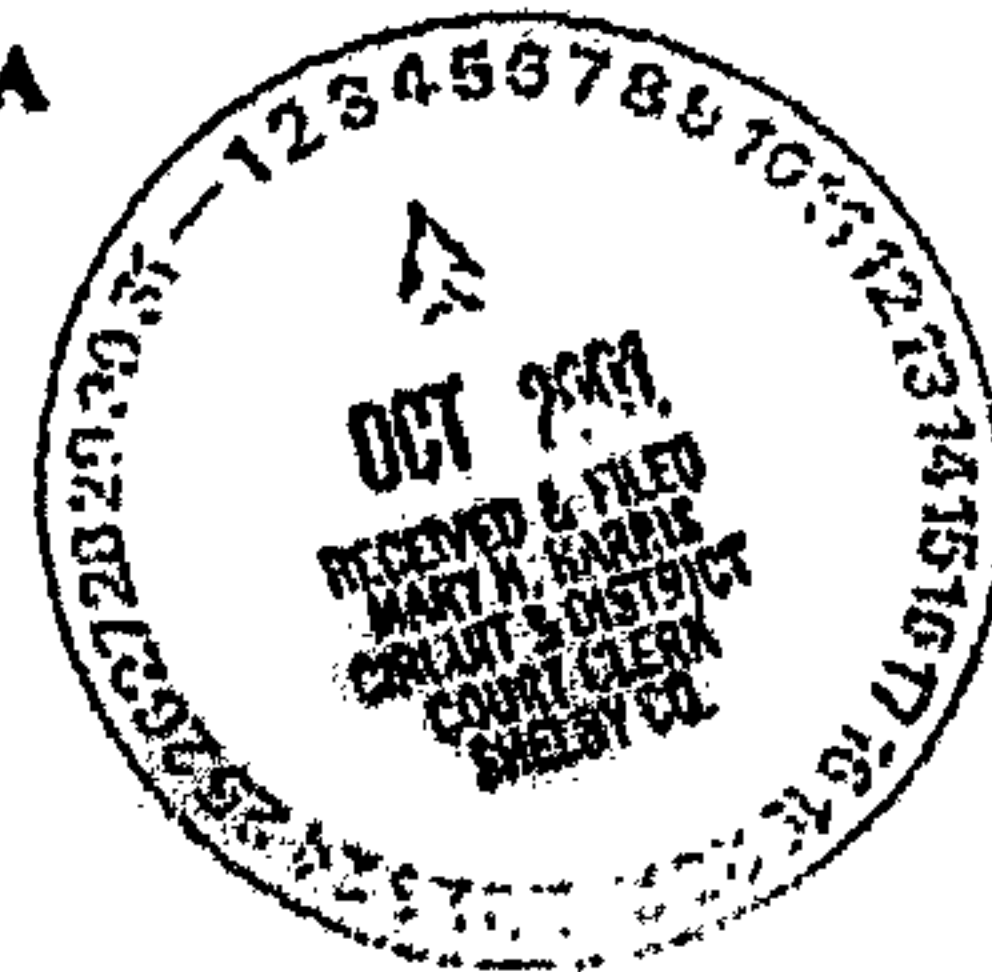
IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

HERMAN DIBBS, et al
Plaintiff

v

HOWARD GRANT DUNNAM, et al
Defendant

CASE NO.: CV2001-740

**ORDER**

This matter came on for hearing on October 3, 2001 upon the Motion of The Provident Bank to Dismiss Complaint, TRO and Preliminary Injunction. Michael Atchison appeared for The Provident Bank, Jack Thompson appeared for First Choice Funding and Herman Dibbs appeared. The following evidence was presented:

1. Howard Grant Dunnam executed a mortgage to First Choice Funding, Inc., on the property at 163 Windsor Lane, Pelham Alabama by instrument dated December 9, 1999 and recorded in Instrument No. 1999-50346 of the Shelby County Probate Court records. Said mortgage was subsequently assigned to The Provident Bank. Herman Dibbs claims an interest in said property.
2. Howard Grant Dunnam also executed a mortgage to First Choice Funding, Inc. on the property at 159 Windsor Lane, Pelham, Alabama by instrument dated February 11, 2000 and recorded in Instrument No. 2000-04565, re-recorded in Instrument No. 2000-05348 of the Shelby County, Alabama Probate Court records. Said mortgage was subsequently assigned to The Provident Bank. G. Raymond Brown claims an interest in said property.
3. Said mortgages are both in default and were originally set for foreclosure on July 20, 2001, but were postponed to October 5, 2001 due to the filing of this action.
4. Although payoff amounts have been supplied to Plaintiffs, no payment thereof has been made, and interest and costs continue to accrue on said mortgages.

20011031000468441 Pg 5/5 .00
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5. No bond has been posted as required by this Court's order of July 19, 2001, and the attorney of record for the Plaintiffs has filed a motion to withdraw as counsel.

6. The complaint asserts no claims against The Provident Bank other than to enjoin its foreclosure.

Based on the foregoing, it appears that the Motion to Dismiss of The Provident Bank is due to be and is hereby GRANTED, and the Complaint, TRO and Preliminary Injunction and all other pending matters are hereby DISMISSED with prejudice together with any and all claims and allegations therein, as to The Provident Bank and First Choice Funding, Inc., and The Provident Bank may proceed with foreclosure.

Dated this the 3rd day of October, 2001.


MICHAEL JOINER, CIRCUIT JUDGE

Inst # 2001-46844

10/31/2001-46844
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