

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, on to-wit, August 7, 1982, JERRY E. HARMON and wife, ANNABELLE HARMON (also known as ANABELLE HARMON), did convey to CATHERINE B. SMITHERMAN (also known as CATHERINE B. LEGG), the premises hereinafter described, by mortgage deed recorded in Real Book 422, Page 654, in the Office of the Judge of Probate of Shelby County, State of Alabama, and;

WHEREAS, default has been made in the payment of the indebtedness secured by said mortgage deed, and whereas, in and by said mortgage deed the Mortgagee therein named was authorized and empowered upon such default in the payment of the principal sum secured by said mortgage deed, or the interest thereon, to sell said property to the highest bidder for cash in front of the Courthouse door, after having given due notice of the time, place, and terms of said sale by advertising as provided in said mortgage deed and upon making such sale to execute to the purchaser a good and sufficient deed conveying said real estate; and;

WHEREAS, there has been such default and the notice of the time, place, and terms of the said sale have been advertised for three (3) consecutive weeks in the SHELBY COUNTY REPORTER, a newspaper published in the CITY OF COLUMBIANA, SHELBY COUNTY, ALABAMA and under the dates of May 1, May 8 and May 15, 2002, and the sale has been made at public auction in all respects as provided in said Mortgage Deed and in said notice on, to-wit: June 3, 2002, during the legal hours of sale in front of the Courthouse door in the City of Columbiana, Shelby County, State of Alabama, and at said sale CATHERINE B. LEGG was the highest bidder therefor, having bid and paid the sum of SEVENTEEN THOUSAND NINE HUNDRED SEVENTY THREE DOLLARS AND 69/100, (\$17,973.69), all of which was necessary to pay the principal together with attorney's fees and costs of sale; and;

WHEREAS, on or about April 21, 1997, ANNABELLE HARMON, as a widow, conveyed her right, title and interest in and to the mortgaged premises hereinafter referenced to VIVIAN M. OWEN, without the knowledge or consent of the Mortgagee, and said Mortgagee's interest in and to said real estate is superior to that deed of conveyance from ANNABELLE HARMON to VIVIAN M. OWEN, same of which was recorded in the Office of the Probate Judge, Shelby County, Alabama, at Instrument Number 1997-12273, and said Mortgagee does not now, nor has she ever, acknowledged, ratified, confirmed, or agreed to such subsequent deed of conveyance.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of SEVENTEEN THOUSAND NINE HUNDRED SEVENTY THREE DOLLARS AND 69/100, (\$17,973.69), in hand paid by CATHERINE B. LEGG, receipt of which is hereby acknowledged, we, the said Mortgagor and CATHERINE B. LEGG, acting by MITCHELL A. SPEARS, my ATTORNEY-IN-FACT and AUCTIONEER making the sale, who is duly authorized as such by said Mortgage and under the laws of Alabama; to execute a deed to the Purchaser in her name, do;

Give, Grant, Bargain, Sell and Convey unto the said CATHERINE B. LEGG, her successors, and assigns, all right, title and interest of JERRY E. HARMON and wife, ANNABELLE HARMON (also known as ANABELLE HARMON), in and to the following described real estate, subject to any taxes, or improvement assessments that may be liens, and subject to the statutory right of redemption expiring one year after June 3, 2002, and subject to existing federal tax liens, if any, which might adversely affect title to the subject property, situated in Shelby County, Alabama, to-wit:

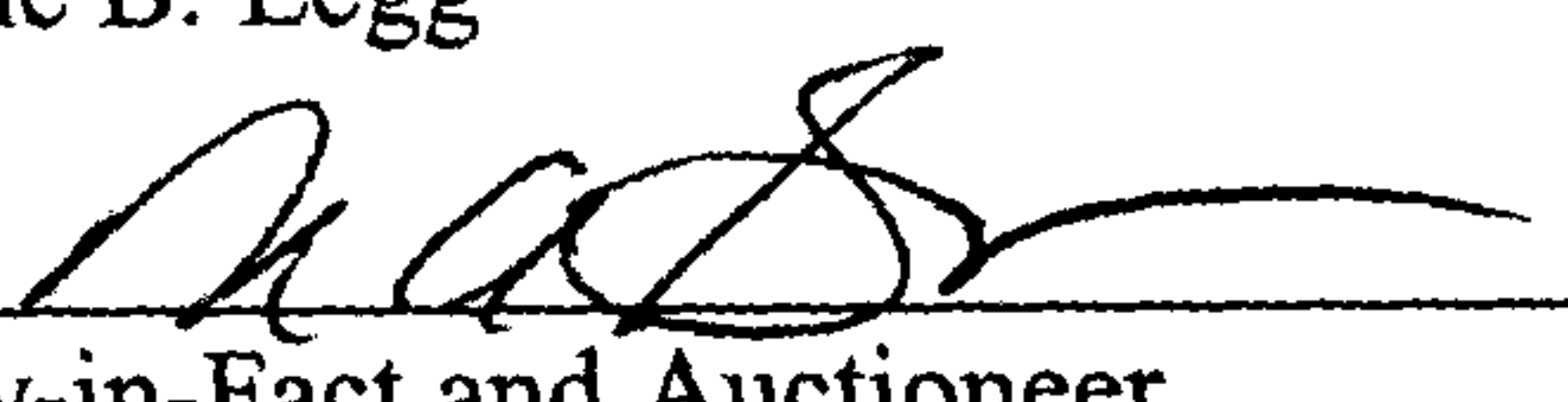
Begin at the SE ROW of Alabama Highway No. 25 and the SW boundary of Lot 5, Block 2, according to Map of 100 Acres at Birmingham Junction on E. T. V. & G. Railroad as recorded in deed book 14, page 239, in the Shelby County Probate Office; thence Northeasterly along said ROW 112.00 feet; thence Southeasterly and parallel to said SW

boundary of Lot 5 for 141.00 feet; thence Southwesterly and parallel with the said SE ROW 112.00 feet to said SW boundary of Lot 5; thence Northwesterly along said SW boundary 141.00 feet to the point of beginning.

TO HAVE AND TO HOLD, unto the said CATHERINE B. LEGG, and her heirs, successors and assigns forever.

IN WITNESS WHEREOF, the said Mortgagor and Mortgagee have hereunto set their hands and seals this 3rd day of June, 2002, by and through Mitchell A. Spears acting herein as Mortgagee's attorney-in-fact and as auctioneer.

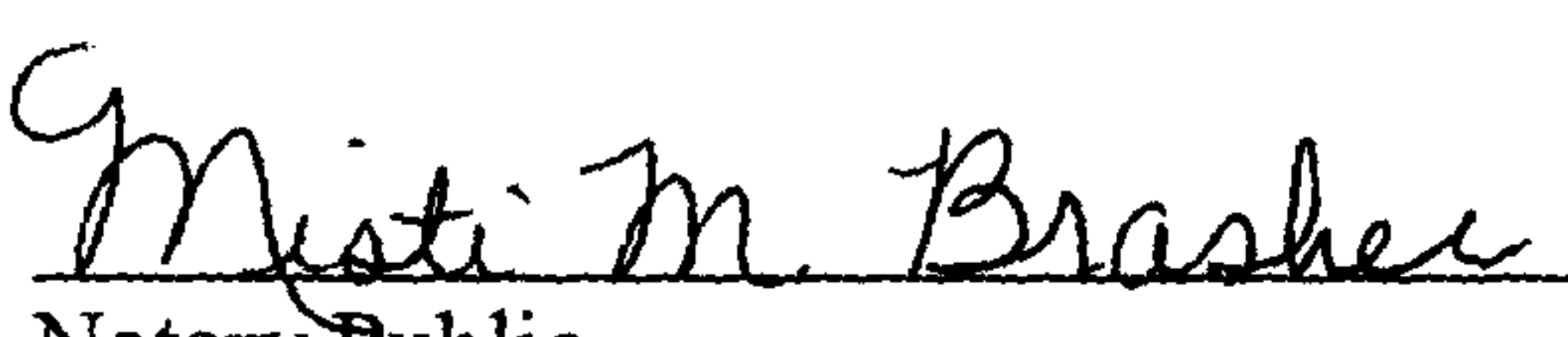
Catherine B. Legg

By: 
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 Mitchell A. Spears, whose name as attorney-in-fact and Auctioneer 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 Attorney-in-Fact and as Auctioneer, with full authority, and in the name as the act of Jerry E. Harmon and wife, Annabelle Harmon (also known as Anabelle Harmon), as Mortgagor, and Catherine B. Legg as Mortgagee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of June, 2002.


Notary Public

My commission expires: MY COMMISSION EXPIRES
4-11-2004

THIS INSTRUMENT PREPARED BY:
MITCHELL A. SPEARS
ATTORNEY AT LAW
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(205) 665-5076