

DEED SETTING ASIDE MORTGAGE FORECLOSURE SALE

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, heretofore on the 24th day of March, 2000, Joseph L. Cargal, unmarried, executed a certain mortgage to GMAC Mortgage Corporation, which said mortgage is recorded in Instrument #2000-11301, in the Office at the Judge of Probate of Shelby County, Alabama; and

WHEREAS, said mortgage was executed by Joseph L. Cargal, to secure a promissory note, of even date with said mortgage in the original principal amount of One Hundred Thirty One Thousand Nine Hundred Twelve and 00/100 DOLLARS (\$131,912.00); and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and GMAC Mortgage Corporation, did declare all of the indebtedness secured by the said mortgage due and payable, and said mortgage was subject to foreclosure as therein provided; and GMAC Mortgage Corporation did give due and proper notice of the foreclosure of said mortgage, in accordance with the terms thereof, by publication in the Shelby County Reporter, a newspaper of general circulation in Shelby County, Alabama, in its issues of March 13, 2002, March 20, 2002, and March 27, 2002; and

WHEREAS, there was a purported foreclosure of said mortgage under the power of sale contained therein on the 8th day of April, 2002, which purported foreclosure is evidenced by a mortgage foreclosure deed dated the 8th day of April, 2002, recorded in Inst. # 2002-16237, in said Probate Office, conveying the property to GMAC Mortgage Corporation; and

WHEREAS, Joseph L. Cargal, filed a Chapter 7 in the United States Bankruptcy Court, Northern District, Southern Division, Case #02-02785 on April 8, 2002, and as a result of said Chapter 7 Bankruptcy filing, said Foreclosure Sale should be set aside.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollars (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged, GMAC Mortgage Corporation covenants and agrees as follows:

1. That the foreclosure of said mortgage and all proceedings pursuant thereto and in support thereof, are hereby set aside, vacated and held for naught to the same extent as if said foreclosure had never occurred and said mortgage foreclosure deed had not been executed and filed for record in said Probate Office.
2. That the mortgage foreclosure deed recorded in Inst. # 2002-16237, in the aforesaid Probate Office is hereby set aside, vacated and held for naught to the same extent as if said mortgage foreclosure deed had never been executed or filed for record in the aforesaid Probate Office.

3. That the said mortgage note and mortgage referred to herein shall remain in full force and effect to the same extent as if the same foreclosure had never occurred and said mortgage foreclosure deed had not been executed and filed for record in the aforesaid Probate Office.
4. That the aforesaid mortgage continues to constitute a first, valid and prior lien on the property described therein, and the aforesaid promissory note shall otherwise remain in full force and effect, with said property being located and situated in Shelby County, Alabama, and more particularly described as follow:

Lot 41, according to the survey of Bridlewood Parc, Sector Two,
as recorded in Map Book 17, Page 111, in the Probate Office of
Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property to Joseph L. Cargal, his heirs,
successors and assigns, forever

IN WITNESS WHEREOF, GMAC Mortgage Corporation. has caused this instrument to
be executed this the 7 day of May, 2002.

GMAC Mortgage Corporation

By:



Lionel Antunes
Vice President

Its:

STATE OF Pennsylvania)
COUNTY OF Montgomery)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby
certify that Lionel Antunes, whose name as
Vice President of **GMAC Mortgage Corporation**, 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/she, as such officer and with full
authority, executed the same voluntarily as and for the act of said corporation.

Given under my hand and official seal this 7th day of May,
2002.

Notarial Seal
William L. Watson, Notary Public
Horsham Twp., Montgomery County
My Commission Expires July 12, 2004
Member, Pennsylvania Association of Notaries



Notary Public

My Commission Expires

THIS INSTRUMENT WAS PREPARED BY:
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