

STATE OF ALABAMA)

TIMOTHY G. BROWN

20021203000599240 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
12/03/2002 08:38:00 FILED/CERTIFIED

COUNTY OF SHELBY)

THIS FORECLOSURE DEED made this 12th day of November, 2002, between
TIMOTHY G. BROWN AND WIFE, KIM R. BROWN, Party of the First Part, and CHASE
MANHATTAN MORTGAGE CORPORATION, Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the said TIMOTHY G. BROWN AND WIFE, KIM R. BROWN, heretofore
executed to SOUTHEASTERN MORTGAGE OF ALABAMA, L.L.C., herein called the
Mortgagee, a certain mortgage dated March 2, 1998, and recorded in Instrument #1998-08404,
Probate Records of Shelby County, Alabama, which conveyed the hereinafter described property
to secure the indebtedness evidenced by a note, payable in installments, therein described; and

WHEREAS, the Mortgagee has granted, bargained, sold, conveyed and assigned the said
mortgage and the indebtedness thereby secured and the property therein described to the Party of
the Second Part, by assignment dated November 4, 1998, and recorded in Instrument # 1998-
50130, Probate Records of Shelby County, Alabama, and the Party of the Second Part was owner
thereof at the time of the sale hereinafter mentioned; and

WHEREAS, the said mortgage provides that if said indebtedness or any part thereof
should remain unpaid at maturity, then the whole of indebtedness shall at once become due and
payable and said mortgage be subject to foreclosure, and further provides that in the event of any
such default the Mortgagee shall have the authority to sell said property before the Courthouse
Door in the City of Columbiana, County of Shelby, State of Alabama, at public outcry for cash
after first giving notice by publication once a week for three successive weeks of the time, place
and terms of said sale in some newspaper of general circulation published in Shelby County,
Alabama, and further provides that in the event of any such sale the person conducting such sale
shall have power and authority to execute a deed to the purchaser of said property at such sale,
and further provides that the Mortgagee or its assigns may bid and become the purchaser at such
sale of the property therein; and

WHEREAS, parts of said indebtedness remained unpaid at the respective maturities
thereof, and the whole of said indebtedness thereupon became due and payable, and default was
made in payment thereof, and the Party of the Second Part thereafter gave notice by publication
in The Shelby County Reporter, a newspaper of general circulation and published in Shelby
County, Alabama, on the 9th day of October, 2002, and the 16th day of October, 2002, and the
23rd day of October, 2002, that it would sell the hereinafter described property before the front
door of the Shelby County Courthouse at Columbiana, Alabama, at public outcry to the highest

bidder for cash, within the legal hours of sale on the 12th day of November, 2002; and

WHEREAS, the said sale was held at the time and place stated in said notice which was published in the said issues of The Shelby County Reporter, and Party of the Second Part became the purchaser of the hereinafter described property at and for the sum of \$104,683.86 cash, which was the highest, best, and last bid therefore; and

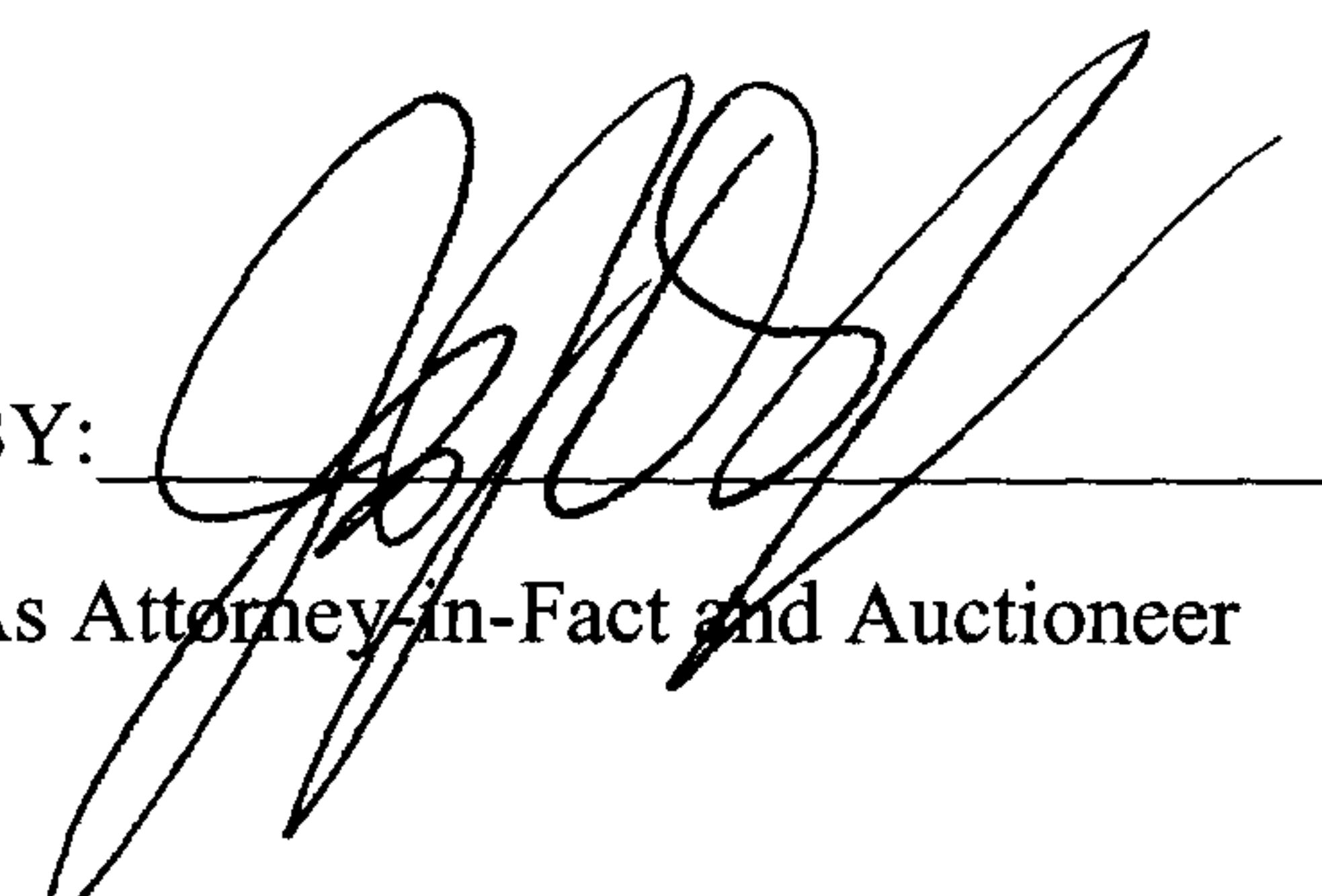
WHEREAS, the undersigned, JAMES J. ODOM, JR., conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by the Party of the Second Part;

NOW THEREFORE, IN consideration of the premises the Party of the First Part and the Party of the Second Part, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto the said CHASE MANHATTAN MORTGAGE CORPORATION, the following described real property situated in Shelby County, Alabama, to-wit:

Lot 13, Block C, according to the amended Map of Fox Haven, First Sector, as recorded in Map Book 7, Page 86, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said CHASE MANHATTAN MORTGAGE CORPORATION, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said CHASE MANHATTAN MORTGAGE CORPORATION, under and by virtue of the power and authority contained in the aforesaid mortgage. Subject, however, to the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, also subject to prior liens, ad valorem taxes, easements and restrictions of record.

IN WITNESS WHEREOF, the said TIMOTHY G. BROWN AND WIFE, KIM R. BROWN, and CHASE MANHATTAN MORTGAGE CORPORATION, have hereunto set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the day and year first above written.

BY: 

As 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 JAMES J. ODOM, JR., whose name as attorney-in-fact and auctioneer for TIMOTHY G. BROWN AND WIFE, KIM R. BROWN, and CHASE MANHATTAN 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 the conveyance, HE, as such attorney-in-fact and auctioneer, executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of November, 2002.

Anne X. Marshall
Notary Public
My Commission Expires: 3/13/2003

THIS INSTRUMENT PREPARED BY:

ARTHUR M. STEPHENS
STEPHENS, MILLIRONS, HARRISON & GAMMONS, P.C.
P.O. BOX 307
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