

STATE OF ALABAMA  
COUNTY OF SHELBY

**MORTGAGE FORECLOSURE DEED**

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, heretofore on March 29, 2001, **Laura L. Isbell and husband Joey S. Isbell, Party of the First Part**, executed a certain mortgage to **First Union National Bank of Delaware**, which said mortgage is recorded in Instrument No. INST. NO. 2001-13341, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, default in the payment of the indebtedness secured by said mortgage, and Wachovia Bank of Delaware, National Association, F/K/A First Union National Bank of Delaware did declare all of the indebtedness secured by the said mortgage due and payable and said mortgage subject to foreclosure as therein provided and 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 12/4, 12/11, and 12/18/2002; and

WHEREAS, on January 9, 2003, the day on which the foreclosure sale was due to be held under the terms of said notice, during the legal hours of sale, said foreclosure was duly and properly conducted and the person conducting the sale on behalf of the mortgagee did offer for sale and sell a public outcry, in front of the main entrance of the Courthouse, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid obtained for the property described in the aforementioned mortgage was the bid of Wachovia Bank of Delaware, National Association, F/K/A First Union National Bank of Delaware in the amount of **FORTY THOUSAND FOUR HUNDRED FORTY-TWO AND 43/100 DOLLARS (\$ 40,442.43)**; which the person conducting the sale on behalf of the mortgagee offered to credit on the indebtedness secured by said mortgage, and said property was thereupon sold to Wachovia Bank of Delaware, National Association, F/K/A First Union National Bank of Delaware; and

WHEREAS, James H. Greer, Esq., conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by the Party of the Second Part; and

WHEREAS, said mortgage expressly authorized the mortgagee or auctioneer or any person conducting said sale to execute to the purchaser at said sale a deed to the property so purchased.

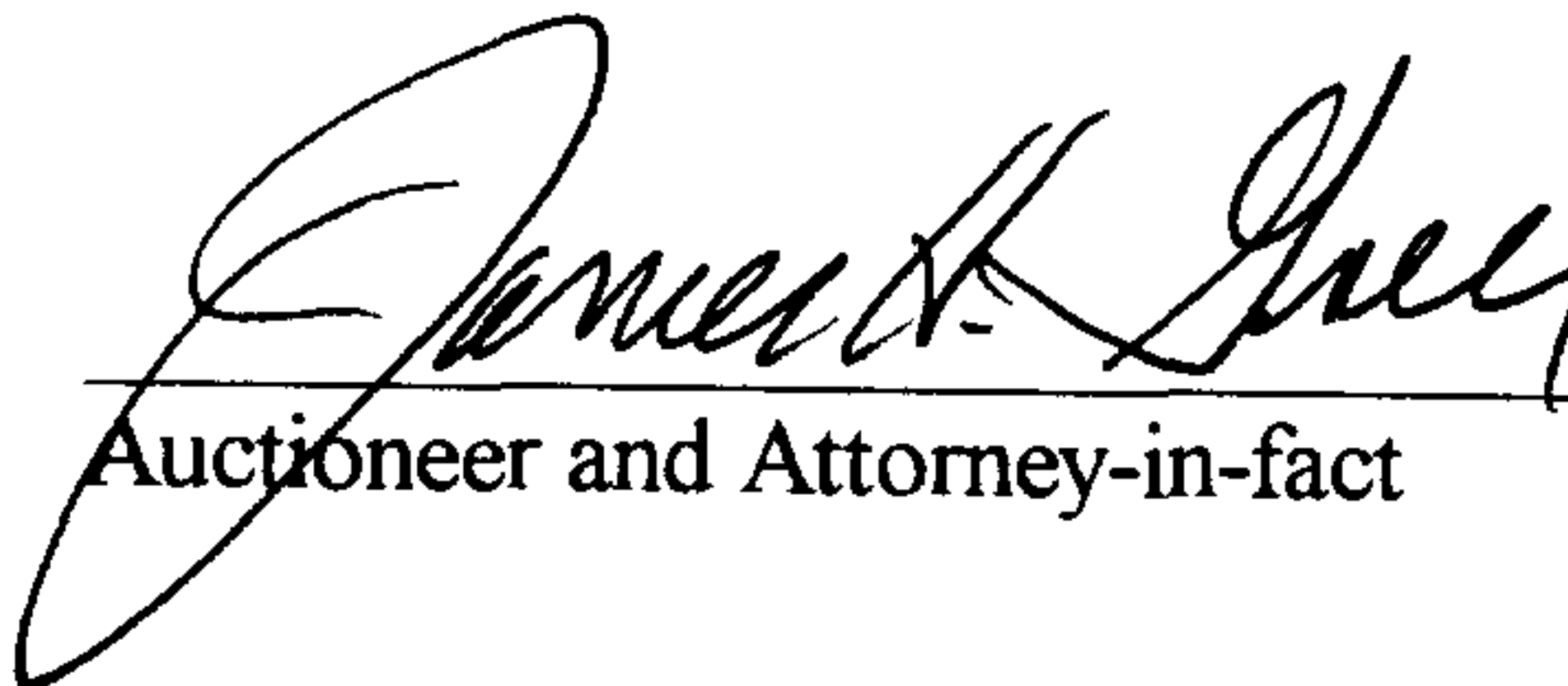
NOW, THEREFORE, in consideration of the premises and the credit of FORTY THOUSAND FOUR HUNDRED FORTY-TWO AND 43/100 DOLLARS (\$ 40,442.43), on the indebtedness secured by said mortgage, the parties of the First Part and the Party of the Second Part, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto Wachovia Bank of Delaware, National Association, F/K/A First Union National Bank of Delaware, and its successors and assigns, the following described real property, situated in Shelby County, Alabama, to-wit:

Commencing at the intersection of the westerly line of a public road with the southerly line of the Grantor's former Eye Tract Property (Central of Georgia Railway Company, a Corporation, Former Grantor); said point being 3640 feet, more or less, northwardly of the Grantors' M.P. S-42, measured along the center line of the Grantor's main tract, Birmingham District, and 235 feet westwardly of and measured at right angles thereto; extending thence in a general westerly and southwesterly direction, by curve and tangent, a distance of 200 feet to the point of beginning of the parcel herein described; thence continue in a generally westerly and southwesterly direction along the south line of former Central of Georgia Railway Company right of way and along the south line of property described in Deed Book 171, at page 283, Office of the Judge of Probate of Shelby County, Alabama, a distance of 250 feet, more or less, to the southeast corner of Leo Lawrence Isbell and wife, Helen Marie Isbell property, as described in Deed Book 264, at page 199, Office of the Judge of Probate of Shelby County, Alabama; thence run northwesterly 120 feet, more or less, along the east line of said Isbell property, to the northeast corner of said Isbell property; thence run northeasterly along the north line of said former railroad right of way and along the north line of said property described in Deed Book 171, page 383 a distance of 292 feet, more or less, to a point which is 210 feet west (measured along said former right of way line) of the westerly line of said public road; thence run southerly a distance of 190 feet, more or less, to the point of beginning, situated in the southeast 1/4 of Section 32, Township 17 South, Range 1 East.

TO HAVE AND TO HOLD the above described property unto Wachovia Bank of Delaware, National Association, F/K/A First Union National Bank of Delaware, its successors and assigns forever; subject however to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama; also subject to ad valorem taxes, easements and/or restrictions of record, prior liens and/or assessments of record.

IN WITNESS WHEREOF, Laura L. Isbell and husband Joey S. Isbell and Wachovia Bank of Delaware, National Association, F/K/A First Union National Bank of Delaware have set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the 9<sup>th</sup> day of January, 2003.

BY:  
AS:

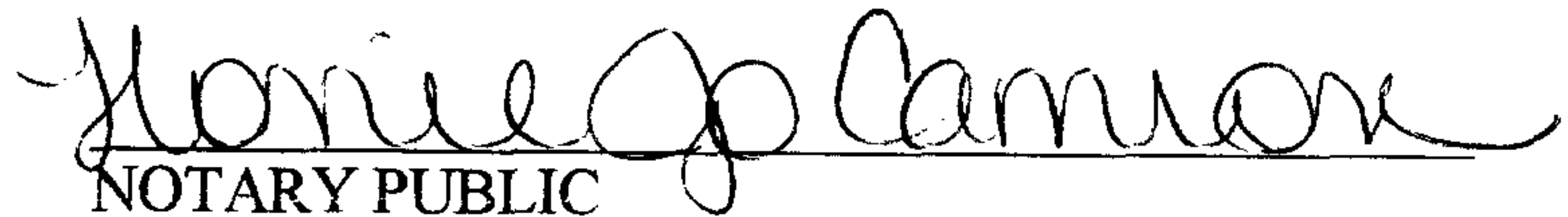
  
Auctioneer and Attorney-in-fact

STATE OF ALABAMA  
COUNTY OF SHELBY

20030115000028700 Pg 3/3 18.00  
Shelby Cnty Judge of Probate, AL  
01/15/2003 09:19:00 FILED/CERTIFIED

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James H. Greer, Esq., whose name as attorney-in-fact and auctioneer for Laura L. Isbell and husband Joey S. Isbell and Wachovia Bank of Delaware, National Association, F/K/A First Union National Bank of Delaware, 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, in his/her capacity as such attorney-in-fact, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9<sup>th</sup> day of January, 2003.

  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 23, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS