

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS FORECLOSURE DEED made this 11th day of March, 2003, between CONNIE L. GOGGINS and JERRY L. GOGGINS, wife and husband as joint tenants, Parties of the First Part, and KENNETH W. MOBLEY, a married man, Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the said CONNIE L. GOGGINS and JERRY L. GOGGINS, wife and husband as joint tenants, heretofore executed to UNIVERSAL LENDING GROUP, herein called the Mortgagee, a certain mortgage dated June 2, 1999, and recorded in Instrument # 1999-24117, 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 CHASE MANHATTAN MORTGAGE CORPORATION 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

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 CHASE MANHATTAN MORTGAGE CORPORATION thereafter gave notice by publication in The Shelby County Reporter, a newspaper of general circulation and published in Shelby County, Alabama, on the 19th day of February, 2003, and the 26th day of February, 2003, and the 5th day of March, 2003, 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 11th day of March, 2003; 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 KENNETH W. MOBLEY, a

married man became the purchaser of the hereinafter described property at and for the sum of \$73,837.85 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 CHASE MANHATTAN MORTGAGE CORPORATION;

NOW THEREFORE, IN consideration of the premises the Parties of the First Part and CHASE MANHATTAN MORTGAGE CORPORATION, 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 KENNETH W. MOBLEY, a married man, the following described real property situated in Shelby County, Alabama, to-wit:

Situated in the County of Shelby, State of Alabama, and being further described as:

For a point of Beginning commence at the Southwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 22 South, Range 3 West, situated in Shelby County, Alabama, and run thence North 88 deg. 30 min. East a distance of 191 feet to a Point, which point is the Point of Beginning of the land herein described, continue to run thence North 88 deg. 30 minutes East a distance of 90 feet to a Point on the West line of King Street; thence run North 27 deg. And 19 min. East a distance of 125.29 feet to a Point, which is South 27 deg. 19 min. West a distance of 15 feet from the Intersection of the continuation of the South boundary of Houlditch Street, which is the North boundary of the land herein described, and a continuation of the aforementioned line running North 27 deg. 19 min East; run thence in a Northwesterly direction to a Point, which Point is South 88 deg. and 30 min. West a distance of 15 feet from the Intersection of a continuation of the East line of the property herein described and the South line of Houlditch Street, which said South line is the North line of the property herein described; run thence South 88 deg. and 30 min. West a distance of 143.30 feet to a Point; thence turn an angle to the left of 90 deg. and run South 1 deg. and 30 min. East a distance of 125 feet to the Point of Beginning of the land herein described.

Situated in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 22 South, Range 3 West, Shelby County, Alabama, and being further described as Number 1 of Houlditch Subdivision, except a triangular plot in the Northeast corner of said Lot Number 1, 15 feet on the East side and 15 feet on the North side.

TO HAVE AND TO HOLD unto the said KENNETH W. MOBLEY, a married man, their heirs, personal representatives and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said KENNETH W. MOBLEY, a married man, 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 CONNIE L. GOGGINS and JERRY L. GOGGINS, wife and husband as joint tenants, 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 CONNIE L. GOGGINS and JERRY L. GOGGINS, wife and husband as joint tenants, 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 11th day of March, 2003.

Carol P. Marshall
Notary Public
My Commission Expires: 3/13/2007

THIS INSTRUMENT PREPARED BY:
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