

STATE OF ALABAMA

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SHELBY COUNTY

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**MORTGAGE FORECLOSURE DEED**

**KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS,** heretofore, on the 19th day of April, 2002, Todd P. Murphy, a married man and Patricia Murphy, his spouse, executed a certain mortgage on property hereinafter described to Merchants & Farmers Bank, which said mortgage is recorded in Mortgage Book Instrument Number 20020516000232500, in the Office of the Probate Judge in Shelby County, Alabama; and

**WHEREAS,** in and by said mortgage, the mortgagee, its successors or assigns were authorized and empowered in the event of default, according to the terms thereof, to sell said property before the Courthouse door, Main Entrance, in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some newspaper published in said County by publication once a week for three (3) consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the mortgagee or any person conducting said sale for the mortgagee was authorized to execute the proper conveyance to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and

**WHEREAS,** default was made in the payment of the indebtedness secured by said mortgage, and the same Merchants & Farmers Bank did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of foreclosure of said mortgage by publication in The Shelby County Reporter, a newspaper of general circulation, published in Shelby County, Alabama, in its issues of June 18, 2003, June 25, 2003 and July 2, 2003; and

**WHEREAS**, on July 9, 2003, the day on which said foreclosure sale was due to be held under the terms of said notice between the legal hours of sale, said foreclosure was duly and properly conducted and Robert P. Reynolds, as Attorney-in-Fact for the said Merchants & Farmers Bank did offer for sale and sell at public outcry, at the Courthouse in Shelby County, Alabama, the property hereinafter described; and

**WHEREAS**, Robert P. Reynolds was the Auctioneer who conducted said foreclosure sale for the said Merchants & Farmers Bank; and

**WHEREAS**, the said Merchants & Farmers Bank was the highest bidder in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), which sum of money Merchants & Farmers Bank offered to apply to the costs of foreclosure and credit the remaining balance on the indebtedness secured by said mortgage, and said property was thereupon sold to Merchants & Farmers Bank.

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES**, and of a credit in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), on the indebtedness secured by said mortgage, the said Todd P. Murphy, Patricia Murphy, and Merchants & Farmers Bank by and through Robert P. Reynolds, the person acting as auctioneer and conducting said sale as their duly authorized agent and Attorney-in-Fact and as Auctioneer does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto Merchants & Farmers Bank the following described property situated in Shelby County, Alabama, to-wit:

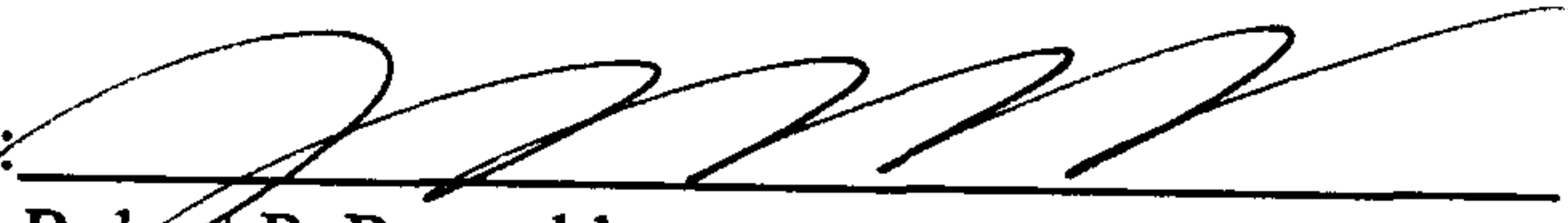
Lot 153, according to the Survey of Greystone Legacy, 1st Sector, as recorded in Map Book 26, Page 79 A, B & C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the hereditaments and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises herein described, subject to right of way easements and restrictions of record in the Probate Office of Shelby County, Alabama, and existing special assessments, if any, which might adversely affect the title to the above described property.


**TO HAVE AND TO HOLD** the above described property unto Merchants & Farmers Bank, its successors and assigns forever; subject, however, to existing ad valorem taxes and to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama and the United States of America.


**IN WITNESS WHEREOF**, the said Todd P. Murphy, Patricia Murphy and Merchants & Farmers Bank have caused this instrument to be executed by and through Robert P. Reynolds, as Auctioneer conducting said sale and as Attorney-in-Fact for all parties separately, has hereto set his hand and seal on this the 9th day of July, 2003.

TODD P. MURPHY and PATRICIA MURPHY

BY:   
Robert P. Reynolds  
Attorney-in-Fact

MERCHANTS & FARMERS BANK

BY:   
Robert P. Reynolds as Attorney-In-Fact and Agent

  
Robert P. Reynolds as the Auctioneer  
and person making said sale

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Robert P. Reynolds, whose name as Attorney-in-Fact for Todd P. Murphy and Patricia Murphy, whose name as Attorney-in-Fact and agent for Merchants & Farmers Bank, and whose name as Auctioneer and person making said sale, 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 such Attorney-in-Fact, agent, and as such Auctioneer, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 9th day of July, 2003.

Mary A. Wilson

Mary A. Wilson, Notary Public

My Commission Expires: Oct. 23, 2004

THIS INSTRUMENT PREPARED BY:  
Robert P. Reynolds, Esq.  
REYNOLDS, REYNOLDS & DUNCAN, LLC  
Attorneys At Law  
Post Office Box 2863  
Tuscaloosa, Alabama 35403  
(205) 391-0073  
FILE NO. 67.0152



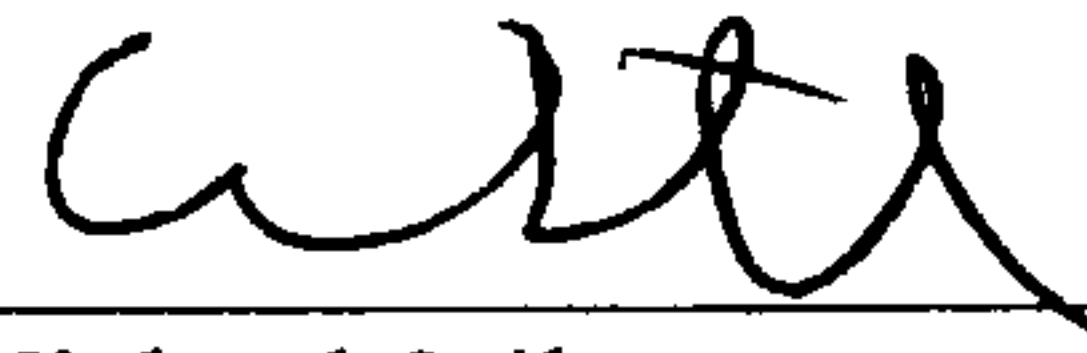
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CASE NO. 03-71211-CMS-7

Page 2

3. Merchants & Farmers Bank is authorized to file a claim for the deficiency, if any, which may thereafter remain.
4. The Court expressly determines that there is no reason for delay and expressly directs that this Order be entered as a final Order against the Debtor and is therefore immediately effective to terminate the automatic stay and shall not be subject to Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure.

ORDERED, this the 30 day of June, 2003.



C. Michael Stilson  
United States Bankruptcy Judge