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STATE OF ALABAMA
COUNTY OF SHELBY


20030731000494510 Pg 1/2 15.00
Shelby Cnty Judge of Probate, AL
07/31/2003 13:01:00 FILED/CERTIFIED

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, heretofore on August 6, 2001, **Randy G Nichols and Pamela L Nichols, husband and wife, Party of the First Part**, executed a certain mortgage to **H&R Block Mortgage Corporation, A Massachusetts Corporation**, which said mortgage is recorded in Real Property Book 2001, Page 34478, in the Office of the Judge of Probate of Shelby County, Alabama, which said Mortgage was last sold, assigned and transferred to Wells Fargo Bank Minnesota, National Association, as Trustee, without recourse; and

WHEREAS, default in the payment of the indebtedness secured by said mortgage, and Wells Fargo Bank Minnesota, National Association, as Trustee, without recourse 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 6/25, 7/2, 7/9/2003; and

WHEREAS, on July 17, 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 Wells Fargo Bank Minnesota, National Association, as Trustee, without recourse in the amount of **FORTY-FOUR THOUSAND AND 00/100 DOLLARS (\$ 44,000.00)**; 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 Wells Fargo Bank Minnesota, National Association, as Trustee, without recourse; 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-FOUR THOUSAND AND 00/100 DOLLARS (\$ 44,000.00), 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 Wells Fargo Bank Minnesota, National Association,

as Trustee, without recourse, and its successors and assigns, the following described real property, situated in Shelby County, Alabama, to-wit:

Commencing at an iron pipe at the northwest corner of the NW 1/4 of NE 1/4 of Section 14, Township 18, South, Range 1 East and run thence Magnetic South 4 Deg. and 16' and East along Fence line a distance of 1313.4 feet to the Southwest Corner of the said NW 1/4 of said section 14, Run thence 90 Deg. Left along the South Line of said Forty acres 660 feet; thence run North 87 Deg. 27' to the left and along the East line of James L. Baker Property to the intersection thereof with the South right of wa line of the paved Sterrett-Vandiver Road (Alabama Highway No. 25) which is the point of Beginning of the Parcel herein described; thence run east along the south right of way line of said paved road, a distance of 200 feet, thence run North, Parallel with the West distance of 200 feet, more or less, to a Point on the East line of said James L. Baker Property which is 200 feet North of the Point of Beginning, thence run South along the East line of said James L. Baker Property a distance of 200 feet to the point of beginning.

TO HAVE AND TO HOLD the above described property unto Wells Fargo Bank Minnesota, National Association, as Trustee, without recourse, 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, Randy G Nichols and Pamela L Nichols, husband and wife and Wells Fargo Bank Minnesota, National Association, as Trustee, without recourse have set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the 17th day of July, 2002.

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BY:

AS: Auctioneer and Attorney-in-fact

STATE OF ALABAMA
COUNTY OF SHELBY

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 Randy G Nichols and Pamela L Nichols, husband and wife and Wells Fargo Bank Minnesota, National Association, as Trustee, without recourse, 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 17th day of July, 2003.



NOTARY PUBLIC

My Commission Expires:

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