

**MORTGAGE FORECLOSURE DEED
(CORRECTIVE)**

STATE OF ALABAMA)

SHELBY COUNTY)

WHEREAS, on, to-wit: July 24, 2000, EMCO CONTRACTING & ASSOCIATES, (herein called MORTGAGORS), did execute and deliver to FIRST FEDERAL SAVINGS BANK, now known as, FIRST FINANCIAL BANK, a corporation, (hereinafter called MORTGAGEE), a certain mortgage on the hereinafter described real estate to secure an indebtedness of \$20,000.00 therein described, said mortgage being of record in Inst. # 2000-25998, in the Probate Court of Shelby County, Alabama, and

WHEREAS, under the terms and provisions of said mortgage the said Mortgagee was authorized and empowered upon default in the payment of said indebtedness, to sell said real estate at public sale at the entrance of the Shelby County Courthouse at Columbiana, Alabama, to the highest bidder for cash, after first having mailed a thirty (30) day written notice to Mortgagors as required by said mortgage and after first having given notice of the time, place and terms of sale by advertisement for three (3) successive weeks in THE SHELBY COUNTY REPORTER, newspaper published in Shelby County, Alabama; and

WHEREAS, Mortgagors did fail and default in the payment of the indebtedness described in and secured by said mortgage and said indebtedness did thereby become in default and said mortgage was thereby subject to foreclosure; and

WHEREAS, the said Mortgagee, upon default in the payment of the indebtedness did declare the entire indebtedness due and payable and elected to foreclose said mortgage; and

WHEREAS, Mortgagee did give said thirty (30) day written notice as required by said mortgage and did thereafter advertise and give notice of the sale of said real estate under the terms and conditions of said mortgage by advertising notice of the time, place and terms of sale in THE SHELBY COUNTY REPORTER, a newspaper of general circulation published in Shelby County, Alabama, said notices appearing

in said newspaper once a week for three (3) successive weeks, on August 20, 2003, August 27, 2003, and September 3, 2003, which said notices stated that said real estate, describing it, would be sold at public auction to the highest bidder for cash during the legal hours of sale on September 11, 2003 at the entrance of the Shelby County Courthouse, at Columbiana, Alabama; and

WHEREAS, on September 11, 2003, within the legal hours of sale at the entrance of the Shelby County Courthouse, at Columbiana, Alabama, said real estate was offered for sale at public auction by V. Edward Freeman, II, who was and is the attorney for Mortgagee and acted as auctioneer in conducting said sale, and at said sale was sold to FIRST FINANCIAL BANK for the sum of \$20,182.92, said amount being the highest, best and last bid offered for said real estate.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned V. Edward Freeman, II, as Attorney for Mortgagee and as auctioneer conducting said sale, for and in consideration of the premises and the sum of \$20,182.92, do hereby grant, bargain, sell and convey unto FIRST FINANCIAL BANK, all of the right, title and interest of the said Mortgagors and of FIRST FINANCIAL BANK, as Mortgagee in and to the following described real estate situated in Shelby County, Alabama, to-wit:

Lots 5 & 6, according to the Amended Map of Meadowview Fourth Sector, as recorded in Map Book 27, Page 57, in the Probate Office of Shelby County, Alabama.

This deed is recorded to correct the legal description of that certain mortgage foreclosure deed dated September 19, 2003 and recorded at 20030922000634240 in the Probate Court of Shelby County, Alabama on September 22, 2003.

SUBJECT TO:

1. Taxes for the year 2003 and subsequent years.
2. Right of redemption.
3. Chapter 7 Bankruptcy, Case # 2003-373, dismissed but not closed.
4. Easements and building line as shown on recorded map.
5. Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 151, Page 96.
6. Title to all minerals within and underlying the premises, together with all mining rights and other privileges, immunities and release of damages relating thereto, as recorded in Deed Book 253, Page 571.

TO HAVE AND TO HOLD UNTO SAID, FIRST FINANCIAL BANK, its,
successors, heirs and assigns, FOREVER, as fully and aforesaid, under and by
virtue of the power and authority vested in me as such attorney and auctioneer by
the terms of said mortgage.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, as attorney
and auctioneer aforesaid, on this 20th day of October, 2003.

EMCO CONTRACTING & ASSOCIATES
(SEAL)

By V. Edw Freeman
As Attorney and Auctioneer Aforesaid

FIRST FINANCIAL BANK (SEAL)

By V. Edw Freeman
As Attorney and Auctioneer Aforesaid

By V. Edw Freeman
As Attorney and Auctioneer Aforesaid

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said
State, hereby certify that V. Edward Freeman, II, whose name as attorney for
Mortgagee and Auctioneer conducting the sale described in the above and foregoing
conveyance, 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 and auctioneer, executed the same
voluntarily on the day the same bears date.

Natalie R. Walker
Natalie R. Walker, Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 15, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS