

## FORECLOSURE DEED

STATE OF ALABAMA     )

Shelby COUNTY        )

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on to-wit: October 8, 1998, Gena L. Foster, a divorced woman Mortgagor, executed a certain mortgage ("Mortgage") to GreenPoint Credit Corp., said Mortgage being recorded December 3, 1998, Instrument Number 1998-47965 in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, default was made in the payment of the indebtedness secured by said Mortgage, and GreenPoint Credit Corp., as holder, 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 U.S. Mail and by publication in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, in its issues of October 22, 2003, October 29, 2003, and November 5, 2003;

WHEREAS, on November 14, 2003, the day on which the foreclosure sale was due to be held under the terms of said notice between the legal hours of sale, said foreclosure sale was duly and properly conducted, and GreenPoint Credit Corp., as assignee and holder, did offer for sale and sell at public outcry, in front of the Courthouse door, Shelby County, Columbiana, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid obtained for the property described in the Mortgage was the bid of GreenPoint Credit Corp., in the amount of Fifty One Thousand Seven Hundred Twenty Four Dollars (\$51724.00), which sum was offered to be credited on the indebtedness secured by the Mortgage, and said property was thereupon sold to GreenPoint Credit Corp., as purchaser; and

WHEREAS, Tina Hayes conducted said sale on behalf of GreenPoint Credit Corp., as holder; and

WHEREAS, the terms of the Mortgage expressly authorized the 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 payment of Fifty One Thousand Seven Hundred Twenty Four Dollars (\$51724.00), Gena L. Foster, a divorced woman Mortgagor, by and through GreenPoint Credit Corp., as holder, do grant, bargain, sell and convey unto GreenPoint Credit Corp., the following described real property situated in Shelby County, Alabama to-wit:

See Exhibit "A"

TO HAVE AND TO HOLD, the above described property unto GreenPoint Credit Corp., their heirs and legal representatives; 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.

IN WITNESS WHEREOF, GreenPoint Credit Corp., as holder, has caused this instrument to be executed by and through Tina Hayes, as auctioneer conducting said sale for said Mortgagee, and said Tina Hayes, has hereto set his hand and seal on this 14 day of November, 2003.

By: Gena L. Foster, a divorced woman  
By: GreenPoint Credit Corp.

BY:

  
Tina Hayes  
as Attorney in Fact

BY:

  
Tina Hayes  
as Auctioneer

STATE OF ALABAMA      )

JEFFERSON COUNTY      )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tina Hayes whose name as auctioneer and attorney in-fact for the Mortgagee, 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 this conveyance, he in his capacity as such auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14 day of November, 2003.

[ NOTARIAL SEAL ]

Shirley L. Weston  
Notary Public

My Commission Expires: 1-19-04

This instrument prepared by:

Tina Hayes  
Yearout, Spina & Lavelle, P.C.  
Suite 450, 1500 Urban Center Drive  
Birmingham, Alabama 35242  
Telephone: (205) 298-1800  
Attorneys for Mortgagee  
53312419



EXHIBIT "A"

Parcel One:

A parcel of land in Section 35, Township 21, Range 1 West, described as follows: Commence at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 35, Township 21, Range 1 West, and thence run West along the South boundary of said forty for a distance of 121 yards; then turn and run North for a distance of 110 yards for a point of beginning of the property herein conveyed; thence continue North for a distance of 330 feet; thence turn West for a distance of 297 feet; thence South 315 feet; thence East 139 feet; thence South 15 feet; thence East 158 feet to the point of beginning.

Parcel Two:

Commencing at the Southeast Corner of the NE 1/4 of the NE 1/4 of Section 35, Township 21, Range 1 West and run thence West along the South boundary of said forty acres 363 feet; thence run North 330 feet to the Northeast Corner of Lizzie Willis land to the point of beginning; thence West 157 1/2 feet to the Northeast Corner of Arthur Looney land; thence South along said Arthur Looney land 90 feet; thence East and parallel with the North line of lot being conveyed herein 157 1/2 feet to the East line of said Willis land; thence North along said line 90 feet to the point of beginning.

Also a 12 foot right of way running from the above described lot South along the East line of land owned by the grantor herein for the purposes of ingress and egress to and from the above described lot. Said 12 foot strip extending from the above described lot South of the South line of the grantor's land.

INCLUDING the following Manufactured Home:  
REDMAN HOMES (make) WORTHINGTON (model) 32X64 (size)  
1999 (Year) 14901884A 14901884B (serial number(s))