

UNITED STATES BANKRUPTCY COURT
For the Northern District of Alabama
Southern Division

RE: LEE P. HOULDSWORTH

Debtor CASE NUMBER: 98-06230-TOM-13

LEE P. HOULDSWORTH, AP. NUMBER 02-00231

Plaintiff

v.

ABN-AMRO MORTGAGE GROUP, INC.

Defendant

I, RICHARD K. MAUK, ACTING CLERK of Bankruptcy Court in and for said District, do hereby certify that the attached copy of CONSENT ORDER SETTING ASIDE FORECLOSURE SALE dated 11/20/03 in the case of LEE P. HOULDSWORTH debtors, Case No. 98-06230-TOM-13 AP# 02-00231 has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at Birmingham, Alabama in said District, this 2ND day of DECEMBER, 2003.

RICHARD K. MAUK
Acting Clerk of Bankruptcy Court

By: *Deane D. Burt*
Deputy Clerk

[Seal of the U.S. Bankruptcy Court]
Date of issuance: DECEMBER 2, 2003

Spain & Gillon

Foreclosure Deed
Instrument No: 1998-46408

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

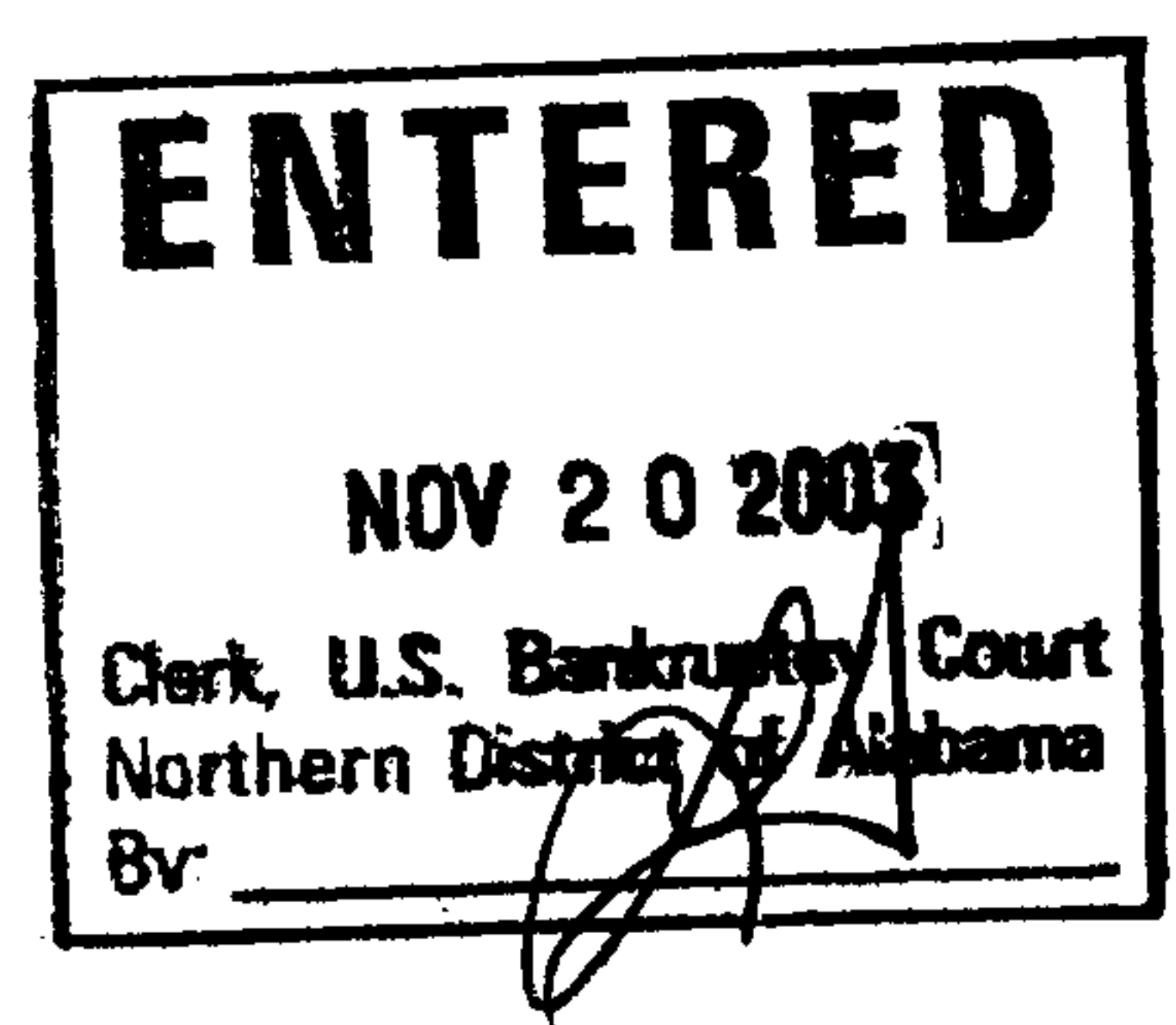
IN RE:)
LEE P. HOULDSWORTH,) Case No.: 98-06230-TOM-13
Debtor.)

LEE P. HOULDSWORTH,)
Plaintiff,)

v.) ADV. PRO. NO.: 02-00231

ABN-AMRO MORTGAGE)
GROUP, INC. WHO IS)
SUCCESSOR IN INTEREST TO)
ATLANTIC MORTGAGE AND)
AND INVESTMENT CORP.)
Defendant/ Third Party Plaintiff.)

v.)
SHELBY RESOURCES,)
Third Party Defendant.)



CONSENT ORDER SETTING ASIDE FORECLOSURE SALE

This matter came before the court on Complaint to Recover Property and Complaint to Show Cause Why ABN-AMRO Mortgage Group, Inc. Should Not be Held in Contempt of Court for Violation of the Automatic Stay. Daisy M. Holder appeared for the Debtor, Lee P. Houldsworth; S. Keith Eady, appeared for ABN-AMRO Mortgage Group, Inc.; James H. Greer appeared for Shelby Resources, Inc.; and D. Sims Crawford appeared for the Chapter 13 Trustee. The parties,

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by and through their attorneys, did inform the court that they had reached an agreement.
Based on the agreement of the parties,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court has jurisdiction pursuant to 28 U.S.C. §§ 157 & 1334.
2. This matter is a core proceeding under 28 U.S.C. § 157(b)(2) and the Court has authority to enter this Order.
3. On September 21, 1998, Lee P. Houldsworth, filed a Petition under Chapter 13 of the United States Bankruptcy Code.
4. On October 16, 1998, Atlantic Mortgage and Investment Corporation foreclosed a mortgage on real property owned by Lee P. Houldsworth and Maggie B. Houldsworth. The defendant, ABN-AMRO Mortgage Group, Inc. is the successor in interest to Atlantic Mortgage and Investment Corporation.

Said real property is more commonly known as 7 Ridge Drive, Pelham, Alabama 35124 and said real property is more particularly described as follows:

A parcel of Land situated in SE 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence as the SW corner of the SE 1/4 of the NE 1/4 of Section 12. Township 20 South, Range 3 West, Shelby County, Alabama; thence run North along the West line of said 1/4-1/4 section 703.40 feet to the NW corner of Lot 6, according to the Survey of Little Oak Ridge Estates, First Sector, thence turn 90°06' right and run Easterly along the North line of said Lot 6 a distance of 185.53 feet to a point of beginning; thence continue along the same course 150.00 feet to a point on the Westerly right of way line of Ridge Drive; thence turn 90°00' left to the tangent of a curve to the right, said curve having a radius of 230.0 feet; thence run along said curve and said road right of way 140.50 feet; thence turn 116°25' 53" left from the tangent of said curve and run Northwesterly 151.88 feet; thence turn 83°34' 07" and run 160.00 feet to the point of beginning. Being situated in Shelby County, Alabama.

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5. A foreclosure sale was conducted on October 16, 1998 and the property was sold to Shelby Resources, Inc. ABN-AMRO Mortgage Group, Inc. has returned the purchase price to Shelby Resources, Inc.

6. The foreclosure sale conducted on or about October 16, 1998 on real property owned by Lee P. Houldsworth, Debtor, was in violation of the automatic stay as provided in 11 U.S.C. § 362.

7. The foreclosure sale conducted on or about October 16, 1998 is hereby set aside.

8. The foreclosure deed recorded on November 20, 1998, Instrument No. 1998-46408 in the Probate Office of Shelby County, Alabama is hereby set aside.

9. Lee P. Houldsworth and Maggie B. Houldsworth remain the lawful owners of the real property described in Paragraph 4 above.

10. The note and mortgage held by ABN-AMRO Mortgage Group, Inc, which was the subject of the foreclosure, remains in full force and effect. Said mortgage was recorded in Instrument Number 1994/10623 in the Office of the Judge of Probate of Shelby County to West Star Financial, and subsequently assigned to Atlantic Mortgage & Investment Corporation by assignment recorded in Instrument Number 1998/25123 in said county.

11. ABN-AMRO Mortgage Group, Inc., by and through its attorney of record, S. Keith Eady shall record this Order in the Office of the Judge of Probate for Shelby County within twenty (20) days of the date of this Order. S. Keith Eady shall provide to Daisy M. Holder, Attorney for the Debtor, a file-stamped copy of this Order as proof of recording in the Office of Judge of Probate for Shelby County. This proof is required within twenty (20) days of the date of this Order.

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12. ABN-AMRO Mortgage Group, Inc. shall pay to Lee P. Houldsworth the sum of Two Thousand Six Hundred Twenty-seven Dollars and 44/100 (\$2,627.44) to reimburse him for his increase in property taxes for 2000, 2001, 2002, and 2003 caused by the fact that Lee P. Houldsworth was not able to claim his homestead exemption due to the purported foreclosure on his property. Said payment is due within forty-five (45) days of the date of this Order.

13. ABN-AMRO Mortgage Group, Inc. shall pay to Lee P. Houldsworth the amount of Five Thousand Dollars and 00/100 (\$5,000.00) as additional compensatory damages caused by the purported foreclosure. Said compensation is due within forty-five (45) days of the date of this Order.

14. ABN-AMRO Mortgage Group, Inc. shall pay to Daisy M. Holder, Attorney for Lee P. Houldsworth, her attorney's fees in the amount of Three Thousand Three Hundred Seventy-seven Dollars and 50/100 (\$3,377.50). Said payment is due within forty-five (45) days of this Order.

Dated this 20th day of November 2003.

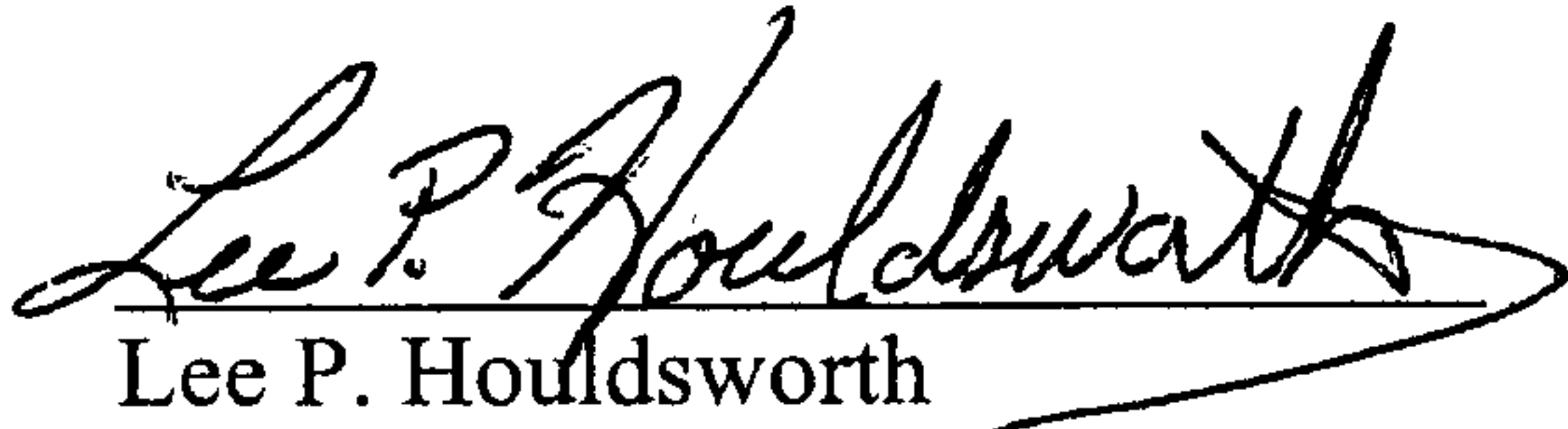


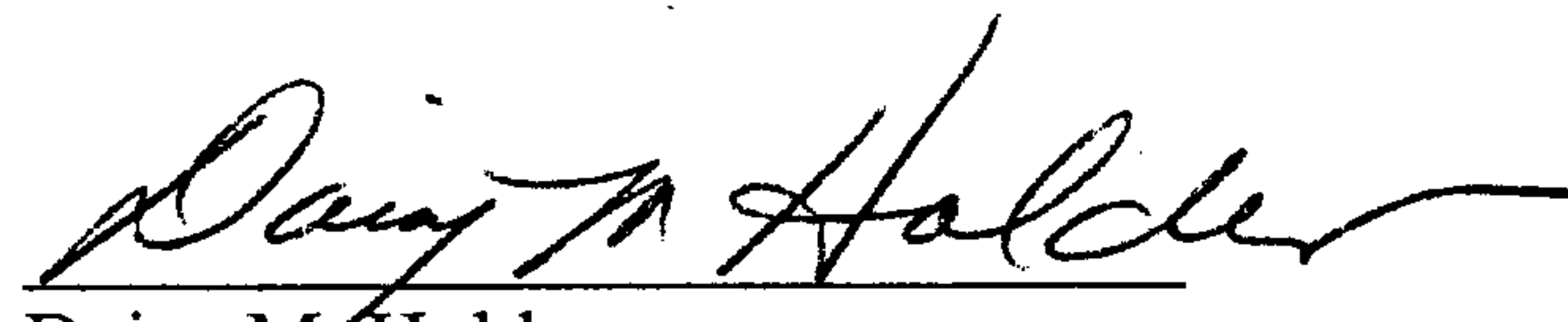
TAMARA O. MITCHELL

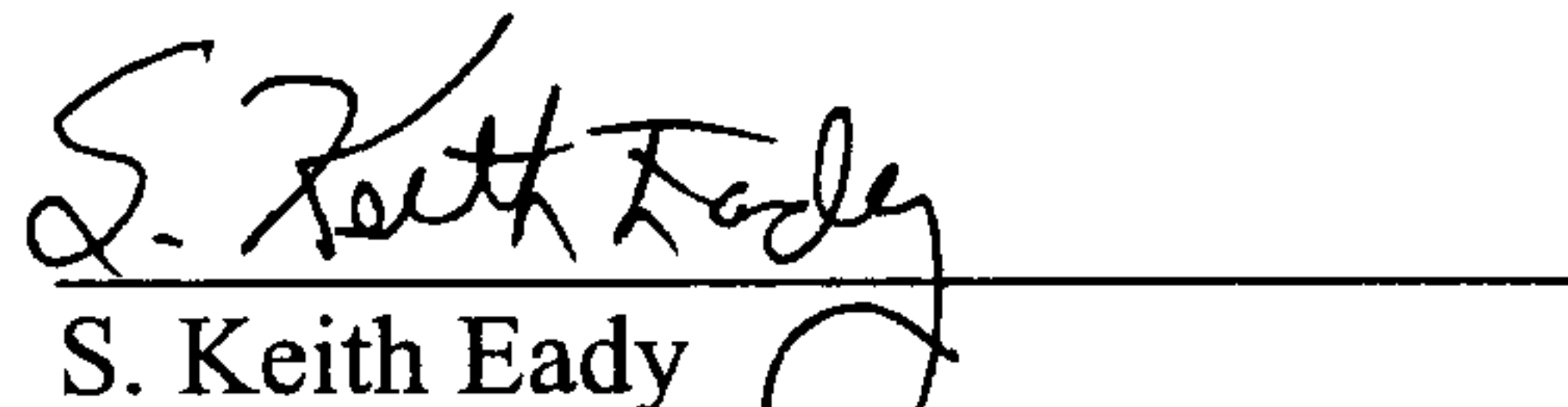
United States Bankruptcy Judge

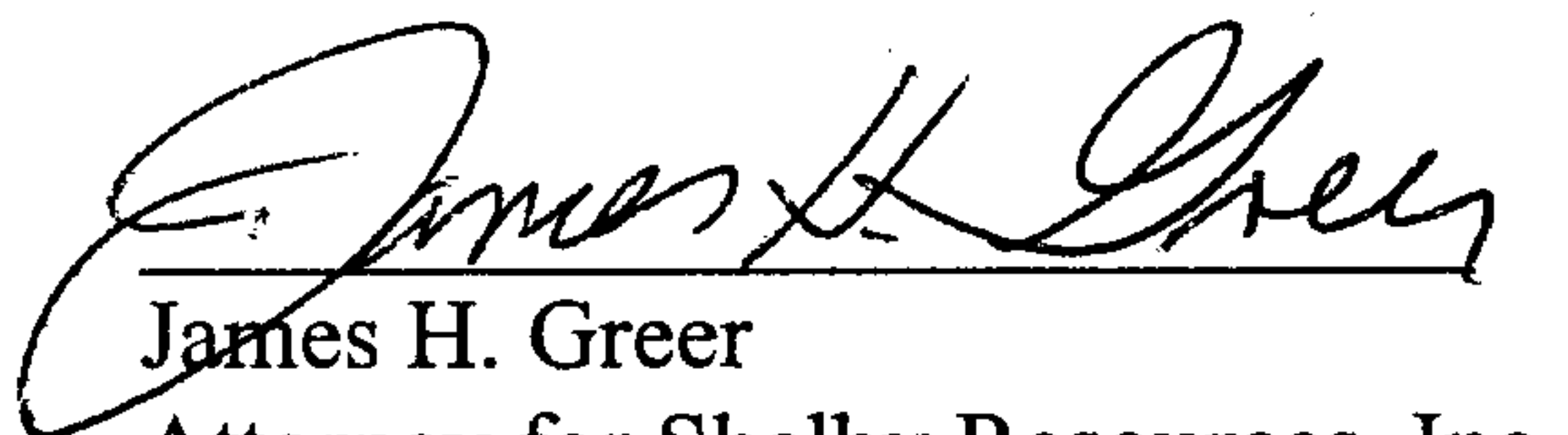
This Order was prepared by Daisy M. Holder


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