

## FORECLOSURE DEED

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That, whereas, heretofore on, to-wit: May 14, 1999  
Leonard E. Bailey (husband) & Amanda L. Bailey (wife)  
executed a certain mortgage on the property hereinafter described to Jim Walter Homes, Inc.

which said mortgage is recorded in Book 1999, Page 40745, in the Probate Office of Shelby  
County, Alabama; and,

WHEREAS, in and by said mortgage the mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the courthouse door of said County, giving notice of the time, place, and terms of said sale in some newspaper published in said County, by publication once a week for 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 title 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 therefore; and,

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said assignee 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 the foreclosure of said mortgage by publication in the Shelby County Reporter a newspaper published in Shelby County, Alabama, and of general circulation in Shelby County, Alabama in its issues of February 4, 2004; February 11, 2004; february 18, 2004 and,

WHEREAS, on February 27, 2004, the day on which the foreclosure 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 Walter Mortgage Company, a corporation, did offer for sale and sell at public out-cry in front of the door of the courthouse in County, Alabama, the property hereinafter described; and,

WHEREAS, William J. Brower was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for Walter Mortgage Company, and,

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of Walter Mortgage Company, in the amount of, Sixty four thousand eight hundred ninety five & 66/100----- Dollars, which sum of money Walter Mortgage Company, offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to Walter Mortgage Company;

NOW THEREFORE, in consideration of the premises and of a credit in the amount of \$ 64,895.66 on the indebtedness secured by said mortgage, the said Walter Mortgage Company, by and through William J. Brower as Auctioneer conducting said sale and as attorney in fact for Walter Mortgage Company and the said William J. Brower as Auctioneer conducting said sale, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Walter Mortgage Company, the following described property situated in Shelby County, Alabama, to-wit:

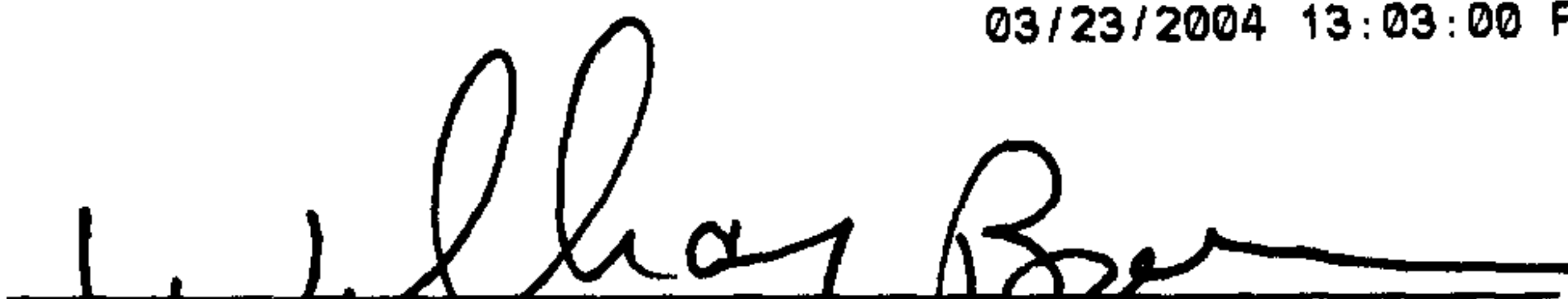
Commence at the SE corner of the NW ¼ of the NE ¼ of Section 17, Township 20 South, Range 1 East; thence run N 00 deg 24' 31" W along said ¼ - ¼ line a distance of 331.70 feet to the Point of Beginning; thence run S 89 deg 53' 50" E a distance of 33.83 feet; thence run N 00 deg 24' 31" W a distance of 210.00 feet; thence run N 89 deg 53' 50" W a distance of 210.0 feet; thence run S 00 deg 24' 31" E a distance of 210.00 feet; thence run S 89 deg 53' 50" E a distance of 176.17 feet to the Point of Beginning, containing 1.0 acre. Also a 15 foot drive easement being a part of the NE ¼ and a part of the NE ¼ of the NE ¼ of said Section 17 and being more particularly described as follows: Commence at the SE corner of the NW ¼ of the NE ¼ of said Section 17; thence run N 00 deg 24' 31" W along the east line of said ¼ - ¼ section for a distance of 541.70 feet; thence run N 89deg 53' 50" W and parallel to the south line of said ¼ ¼ section a distance of 176.17 feet; thence run S 00deg 24' 34" E for a distance of 137.69 feet to the Point of Beginning; thence run S 70 deg 15' 57" E for a distance of 39.70 feet; thence run S 61 deg 33' 54" E for a distance of 50.53 feet; then run S 49deg 31' 43" E for a distance of 150.66 feet; thence run S 89deg 53' 50" E for a distance of 195.20 feet to a point on the Westerly right of way of a county road; also being the point of ending; said easement lying 7.5 feet northerly and southerly of said described line.

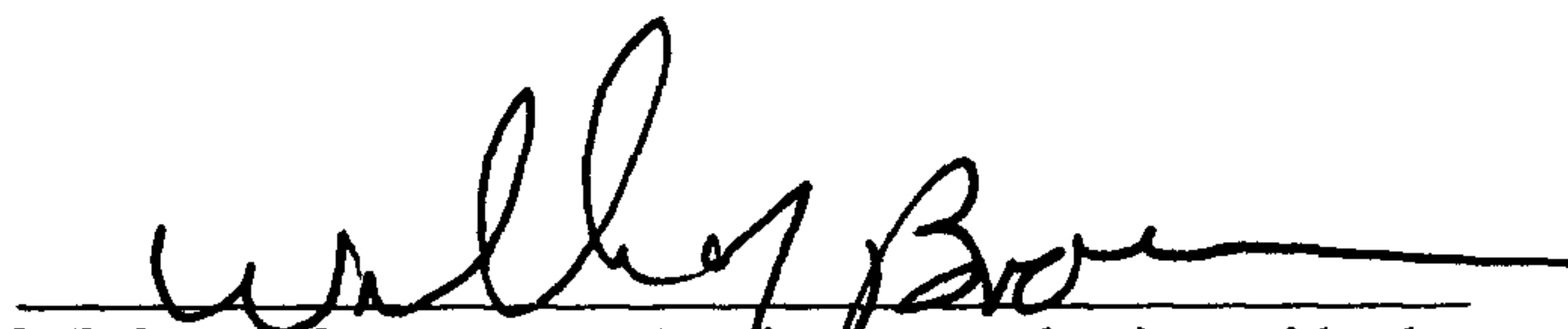
**TO HAVE AND TO HOLD THE** above described property unto Walter Mortgage Company, P.O. Box 31601, Tampa, Florida, 33631, its heirs and assigns forever, subject however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

**IN WITNESS WHEREOF** Walter Mortgage Company, has caused this instrument to be executed by and through **William J. Brower** as Auctioneer conducting this said sale, and as attorney in fact, and **William J. Brower** as Auctioneer conducting said sale has hereto set his hand and seal on this the 27th day of February, 2004.


By

20040323000147990 Pg 2/2 15.00  
Shelby Cnty Judge of Probate, AL  
03/23/2004 13:03:00 FILED/CERTIFIED

  
William J. Brower, as, Auctioneer and Attorney in Fact


  
William J. Brower, as, Auctioneer conducting said sale

**STATE OF ALABAMA**

 **COUNTY**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that whose name as Auctioneer and Attorney in Fact for Walter Mortgage Company, 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 said Auctioneer and Attorney in Fact, with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 22nd day of March, 2004.

  
Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug 29, 2007  
BONDED THIRD NOTARY PUBLIC UNDERWRITERS

**RETURN TO:**

William J. Brower, Attorney  
P.O. Box 130249  
Birmingham, AL 35213