

STATE OF ALABAMA
COUNTY OF SHELBY

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, heretofore on January 11, 2000, **Tamie C. Fernandez and husband James R. Fernandez, Party of the First Part**, executed a certain mortgage to **Ameriquest Mortgage Company**, which said mortgage is recorded in Instrument No. 2000-01528, in the Office of the Judge of Probate of Shelby County, Alabama. Which said Mortgage was last sold, assigned and transferred to Mortgage Electronic Registration Systems, Inc. its successors and assigns, as nominee for First Union National Bank, as Trustee of the Amortizing Residential Collateral Trust, 2000-BC3, without recourse, Party of the Second Part; and

WHEREAS, default in the payment of the indebtedness secured by said mortgage, and Mortgage Electronic Registration Systems, Inc., its successors and assigns, as nominee for "Wachovia Bank N.A. F/K/A First Union National Bank, as Trustee of the Amortizing Residential Collateral Trust, Series 2000-BC3, 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 04/14,04/21,04/28; and

WHEREAS, on May 6, 2004, 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 Contracting Specialist Inc. in the amount of **EIGHTY-SIX THOUSAND ONE HUNDRED NINETY AND 00/100 DOLLARS (\$ 86,190.00)**; 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 Contracting Specialist Inc.; and

WHEREAS, James 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 **EIGHTY-SIX THOUSAND ONE HUNDRED NINETY AND 00/100 DOLLARS (\$ 86,190.00)**, 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 Contracting Specialist Inc., and its successors and assigns, the following described real property, situated in Shelby County, Alabama, to-wit:

Commence at the Southwest Corner of Section 18, Township 20 South, Range 2, West, run thence in a Northerly direction along West line of Section 18, Township 20 South, Range 2 West, for a distance of 1690.43 feet to the Point of Beginning; from the Point of Beginning thus

obtained, turn an angle to the right of 89 degrees 49 minutes 30 seconds and run in an Easterly direction for a distance of 304.45 feet; thence turn an angle to the right of 90 degrees and in a Southerly direction for a distance of 262.95 feet; thence turn an angle to the right of 103 degrees 29 minutes and in a Northwesterly direction for a distance of 15.90 feet to the point of beginning of a curve to the right (said curve having a central angle of 33 degrees 33 minutes 30 seconds and a radius of 25 feet); thence along the arc of said curve for a distance of 14.64 feet to a point of reverse curve (said preceding curve having a central angle of 89 degrees 19 minutes and a radius of 35 feet); thence along the arc of said curve for a distance of 54.55 feet; thence turn an angle to the right of 45 degrees 21 minutes (said angle being measured from the chord of last described course to the proceeding course) and run in a Northwesterly direction for a distance of 337.70 feet to the Point of Beginning. Situated in Shelby County, Alabama.

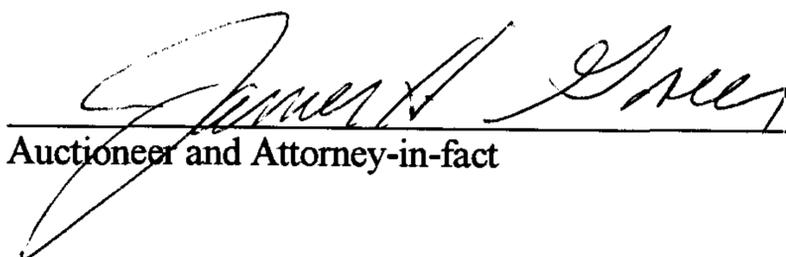
Subject to Easements, Reservations, Restrictions, and rights of way of record.

20040510000244580 Pg 2/2 95.50
Shelby Cnty Judge of Probate, AL
05/10/2004 12:08:00 FILED/CERTIFIE

SOURCE OF TITLE:

TO HAVE AND TO HOLD the above described property unto Contracting Specialist Inc., 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.

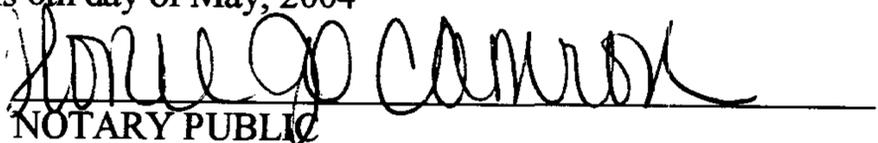
IN WITNESS WHEREOF, Tamie C. Fernandez and husband James R. Fernandez and Mortgage Electronic Registration Systems, Inc., its successors and assigns, as nominee for "Wachovia Bank N.A. F/K/A First Union National Bank, as Trustee of the Amortizing Residential Collateral Trust, Series 2000-BC3, without recourse have set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the 6th day of May, 2004.

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 Greer, Esq., whose name as attorney-in-fact and auctioneer for Tamie C. Fernandez and husband James R. Fernandez and Mortgage Electronic Registration Systems, Inc., its successors and assigns, as nominee for "Wachovia Bank N.A. F/K/A First Union National Bank, as Trustee of the Amortizing Residential Collateral Trust, Series 2000-BC3, 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 6th day of May, 2004


NOTARY PUBLIC

My Commission Expires:

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