

**STATE OF ALABAMA
COUNTY OF SHELBY**

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on to-wit: the 14th day of September, 2001, Karen Glidewell and William F. Glidewell, Jr., husband and wife, did execute a certain mortgage on property herein described to North Alabama Bank, an Alabama banking corporation, which said mortgage is recorded in Book 2001, Page 40216, in the Office of the Judge of Probate of Shelby.

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 the City of Columbiana, County of Shelby, State of Alabama, after giving notice of same of the time place and terms of said sale in some newspaper published in said County by publication once a week for three 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 said mortgage, 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 the Mortgagee might bid at the sale and purchase the 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 North Alabama Bank, did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to the 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 of local circulation, published in Shelby, Alabama; and,

WHEREAS, on the 20th day of July, 2004, the day on which the foreclosure sale was to be held under the terms of said notice between the legal hours of sale, said foreclosure was duly and properly conducted and North Alabama Bank did offer for sale and sell at public outcry in front of the Courthouse door in Shelby County, Alabama, the property hereinafter described:

WHEREAS, James R. Moncus, Jr., was the Auctioneer who conducted the said foreclosure sale and was the person conducting the sale for North Alabama Bank, and North Alabama Bank, was the best and highest bidder in the amount of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) which sum of money is offered as credit on the indebtedness secured by said mortgage; and said property was thereunto sold to North Alabama Bank.

NOW, THEREFORE, in consideration of the premises and a credit in the amount of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) on the indebtedness secured by said mortgage, the said Karen Glidewell and William F. Glidewell, Jr., and the said North Alabama Bank, 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 the said North Alabama Bank, the following described property situated in Shelby & Madison County, Alabama, to-wit:

LOT 82, ACCORDING TO THE SURVEY OF SUMMER BROOK,

**SECTOR TWO, AS RECORDED IN MAP BOOK 18, PAGE 75, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**SUBJECT TO: EASEMENTS, RESTRICTIONS, RESERVATIONS,
RIGHTS OF WAY, LIMITATIONS, COVENANTS AND CONDITIONS
OF RECORD.**


TO HAVE AND TO HOLD the above described property North Alabama Bank its successors and assigns, forever, subject however to the Statutory Rights of Redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws of the State of Alabama, and further subject to Federal Tax Liens and/or Special Assessments, if any, and the mortgage hereinabove mentioned.

IN WITNESS WHEREOF, North Alabama Bank, has caused this instrument to be executed by and through James R. Moncus, Jr., as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of the Mortgagee and in witness whereof has hereunto set his hand and seal on this the 20th day of July, 2004.

**Karen Glidewell and William F. Glidewell,
Jr., Mortgagors**

BY: North Alabama Bank
Mortgagee or Transferee of Mortgagee

BY:



James R. Moncus, Jr., as Auctioneer and the

person

conducting said sale for Mortgagee
or Transferee of the Mortgagee

NORTH ALABAMA BANK
Mortgagee or Transferee of Mortgagee

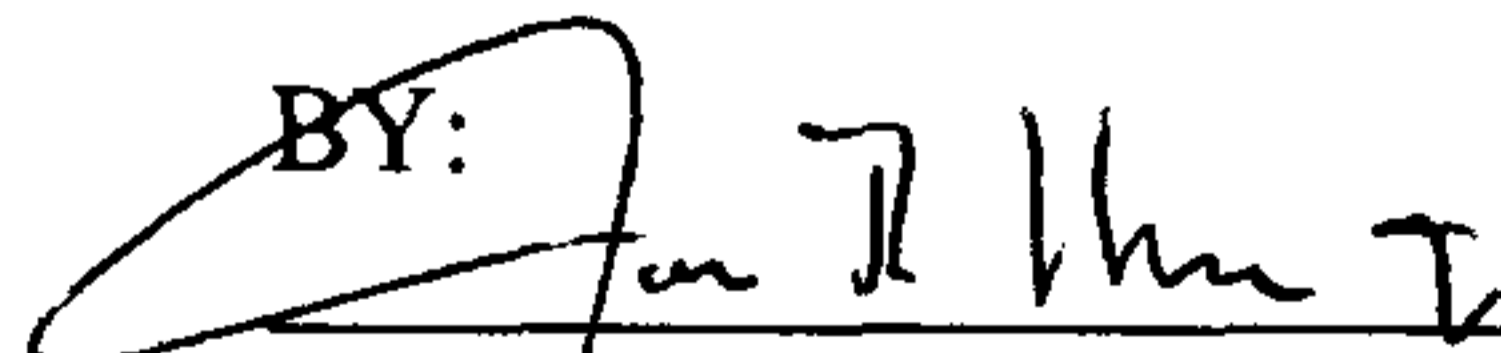
BY:


James R. Moncus, Jr., as Auctioneer and the

person

conducting said sale for Mortgagee
or Transferee of the Mortgagee

BY:


James R. Moncus, Jr., as Auctioneer and the

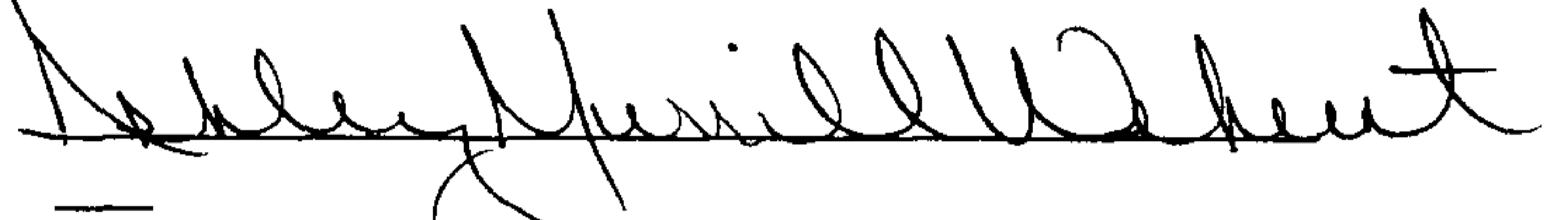
person

conducting said sale for Mortgagee
or Transferee of the Mortgagee

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that James R. Moncus, Jr., whose name as Auctioneer and the person conducting said sale for Mortgagee or Transferee of the Mortgagee, North Alabama Bank, and whose name is signed to the foregoing conveyance in this capacity and who is known to me and acknowledged before me on this date, that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date, as the action on himself as Auctioneer and the person conducting the same for the North Alabama Bank, with full authority and as the actions North Alabama Bank, as Mortgagee, in the mortgage referred to in the foregoing deed.

Given under my hand and official seal this the 20th day of July, 2004.



Notary Public
My Commission Expires:

March 13, 2006

This instrument Prepared by:
Wolfe, Jones & Boswell
BY: Gary P. Wolfe, Jones & Boswell
905 Bob Wallace Avenue, Suite 100
Huntsville, AL 35801