

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS FORECLOSURE DEED made this 19th day of October, 2004, between JAMES C. WATTS and J. DENISE WATTS, husband and wife, Parties of the First Part, and COMMERCIAL FEDERAL BANK, A FEDERAL SAVINGS BANK, SUCCESSOR TO COMMERCIAL FEDERAL MORTGAGE CORPORATION, Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the said JAMES C. WATTS and J. DENISE WATTS, husband and wife, heretofore executed to HAMILTON MORTGAGE CORPORATION, AN ALABAMA CORPORATION herein called the Mortgagee, a certain mortgage dated January 9, 1998, and recorded in Instrument Number 1998-00980, and re-recorded in Instrument Number 20040519000266580, Probate Records of Shelby County, Alabama, which conveyed the hereinafter described property to secure the indebtedness evidenced by a note, payable in installments, therein described; and

WHEREAS, the Mortgagee has granted, bargained, sold, conveyed and assigned the said mortgage and the indebtedness thereby secured and the property therein described to the Party of the Second Part, by assignment dated January 9, 1998, and recorded in Instrument Number 1998-00981, Probate Records of Shelby County, Alabama, and the Party of the Second Part was owner thereof at the time of the sale hereinafter mentioned; and

WHEREAS, the said mortgage provides that if said indebtedness or any part thereof should remain unpaid at maturity, then the whole of indebtedness shall at once become due and payable and said mortgage be subject to foreclosure, and further provides that in the event of any such default the Mortgagee shall have the authority to sell said property before the Courthouse Door in the City of Columbiana, County of Shelby, State of Alabama, at public outcry for cash after first giving notice by publication once a week for three successive weeks of the time, place and terms of said sale in some newspaper of general circulation published in Shelby County, Alabama, and further provides that in the event of any such sale the person conducting such sale shall have power and authority to execute a deed to the purchaser of said property at such sale, and further provides that the Mortgagee or its assigns may bid and become the purchaser at such sale of the property therein; and

WHEREAS, parts of said indebtedness remained unpaid at the respective maturities thereof, and the whole of said indebtedness thereupon became due and payable, and default was made in payment thereof, and the Party of the Second Part thereafter gave notice by publication

in The Shelby County Reporter, a newspaper of general circulation and published in Shelby County, Alabama, on the 25th day of August, 2004, and the 1st day of September, 2004, and the 8th day of September, 2004, that it would sell the hereinafter described property before the front door of the Shelby County Courthouse at Columbiana, Alabama, at public outcry to the highest bidder for cash, within the legal hours of sale on the 19th day of October, 2004; and

WHEREAS, the said sale was held at the time and place stated in said notice which was published in the said issues of The Shelby County Reporter, and Party of the Second Part became the purchaser of the hereinafter described property at and for the sum of \$104,420.14 cash, which was the highest, best, and last bid therefore; and

WHEREAS, the undersigned, JAMES J. ODOM, JR., conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by the Party of the Second Part;

NOW THEREFORE, IN consideration of the premises 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 the COMMERCIAL FEDERAL BANK, A FEDERAL SAVINGS BANK, SUCCESSOR TO COMMERCIAL FEDERAL MORTGAGE CORPORATION, the following described real property situated in Shelby County, Alabama, to-wit:

All that tract or parcel of land situated in Shelby County, Alabama, to-wit: A part of lot 16, Block 2, of the K.B. Nickerson's Survey on Helena Road, which is recorded in Map Book 3, Page 116, in the Probate Records of Shelby County, Alabama, and which is more particularly described as follows: Commence at the Northeast corner of said Lot 16, being also the Southeast corner of Lot 7, Block 2; thence in a westerly direction along the South line of said Lot 7, and Lot 6, Block 2, of said subdivision, a distance of 225.0 feet; thence 92 degrees left in a southerly direction parallel with the East lines of Lots 8 and 9, Block 2, of said subdivision, a distance of 203.0 feet; thence 88 degrees left in an Easterly direction a distance of 146.35 feet to the beginning of a traverse line, West of Buck Creek, the Northwest bank of said creek being the Southeasterly property line of herein described property; thence 61 degrees 38 minutes 39 seconds left in a northeasterly direction a distance of 154.55 feet; thence 30 degrees 21 minutes 21 seconds left in a Northerly direction a distance of 66.92 feet to the point of beginning There is EXCEPTED herefrom the North 23 feet of the above described property.

TO HAVE AND TO HOLD unto the said COMMERCIAL FEDERAL BANK, A FEDERAL SAVINGS BANK, SUCCESSOR TO COMMERCIAL FEDERAL MORTGAGE CORPORATION, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said COMMERCIAL FEDERAL BANK, A FEDERAL SAVINGS BANK, SUCCESSOR TO COMMERCIAL FEDERAL MORTGAGE CORPORATION, under and by virtue of the power and authority contained in the aforesaid mortgage. Subject, however, to the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, also subject to prior liens, ad valorem taxes, easements and restrictions of record.

IN WITNESS WHEREOF, the said JAMES C. WATTS and J. DENISE WATTS,

husband and wife, and COMMERCIAL FEDERAL BANK, A FEDERAL SAVINGS BANK,
SUCCESSOR TO COMMERCIAL FEDERAL MORTGAGE CORPORATION, have hereunto
set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the day and
year first above written.

BY: _____

As Attorney-in-Fact and Auctioneer

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county and state, hereby
certify that JAMES J. ODOM, JR. whose name as attorney-in-fact and auctioneer for JAMES C.
WATTS and J. DENISE WATTS, husband and wife, and COMMERCIAL FEDERAL BANK,
A FEDERAL SAVINGS BANK, SUCCESSOR TO COMMERCIAL FEDERAL MORTGAGE
CORPORATION, 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,
as such attorney-in-fact and auctioneer, executed the same voluntarily on the day the same bears
date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day
of October, 2004.

Anne P. Marshall
Notary Public
My Commission Expires: 3/13/2007

THIS INSTRUMENT PREPARED BY:
ARTHUR M. STEPHENS
STEPHENS, MILLIRONS, HARRISON & GAMMONS, P.C.
P.O. BOX 307
HUNTSVILLE, AL 35804

Grantee's Address:
Commercial Federal Mortgage Corporation
10845 Harney Street
Omaha, NE 68154