

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That, whereas, hereto on, to-wit: On the 14th day of May, 1998, LEONARD T. JOHNSON and JANE' S. JOHNSON, husband and wife, executed that certain Mortgage to FIRST NATIONAL BANK OF SHELBY COUNTY, said Mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama, on the 18th day of May, 1998 in Instrument No.: 1998-18263. Said Mortgage having been amended by that certain Mortgage Amendment ("Amendment") on the 24th day of October, 2001, said Amendment being recorded in the Office of the Judge of Probate of Shelby County, Alabama, on the 24th day of October, 2001 in Instrument No.: 2001-46019. Said Amendment having been Modified by that certain Modification of Mortgage ("Modification") on the 7th day of January, 2003, said Modification being recorded on the 10th day of January, 2003, in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument No.: 20030110000021440, 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 in SHELBY County, Alabama, after giving notice of time, place and terms of said sale in some newspaper published in said County by publication once a week for three (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 mortgagee 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, in its issues of November 10, 17 and 24, 2004, and;

WHEREAS, on December 16, 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 JAMES G. HENDERSON was the Auctioneer who conducted said sale for FIRST NATIONAL BANK OF SHELBY COUNTY, and;

WHEREAS, the highest and best bid for the property described in the aforementioned Mortgage was the bid of WADE H. JOHNSON and FAYE JOHNSON, husband and wife, ("Grantees"), in the amount of Fifteen Thousand Dollars (\$15,000.00), which sum of money FIRST NATIONAL BANK OF SHELBY COUNTY offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to WADE H. JOHNSON and FAYE JOHNSON, husband and wife, ("Grantees"), and;

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of Fifteen Thousand Dollars (\$15,000.00) on the indebtedness secured by said mortgage, the said FIRST NATIONAL BANK OF SHELBY COUNTY, by and through JAMES G. HENDERSON, as Auctioneer conducting said sale and as Attorney-In-fact for FIRST NATIONAL BANK OF SHELBY COUNTY, and

the said JAMES G. HENDERSON, as the Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL, AND CONVEY unto the said WADE H. JOHNSON and FAYE JOHNSON, (herein referred to as "Grantees") as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

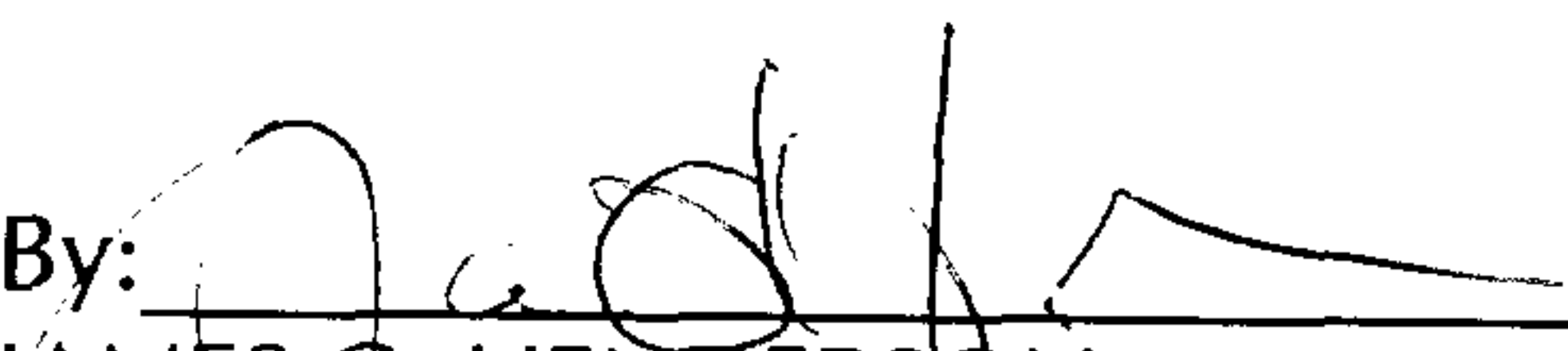
Part of the SW 1/4 of the SE 1/4 of Section 26, Township 19 South, Range 1 West, more particularly described as follows: Begin at the SW Corner of the SE 1/4 of the SW 1/4 of Section 26, Township 19 South, Range 1 West and run in a easterly direction along the South line of said section for a distance of 1924.82 feet to the point of beginning; thence turn an angle to the left of 100 deg. 21 min. and run in a northerly direction for a distance of 153.92 feet; thence turn an angle to the right of 94 deg. 18 min. 15 sec. and run in an easterly direction for a distance of 197.20 feet; thence turn an angle to the right of 93 deg. 23 min. 20 sec. and run in a southerly direction for a distance of 172.37 feet to a point on the South side of said Section 26; thence turn an angle to the right of 92 deg. 38 min. and run in a westerly direction along the South line of said Section a distance of 176.44 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto WADE H. JOHNSON and FAYE

JOHNSON, Grantees, as joint tenants, with right of survivorship, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto their heirs and assigns, forever, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common, 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, FIRST NATIONAL BANK OF SHELBY COUNTY has caused this instrument to be executed by and through JAMES G. HENDERSON, as Auctioneer conducting said sale, and as Attorney-In-Fact, and JAMES G. HENDERSON as Auctioneer conducting said sale, has hereto set his hand and seal on this the 16th day of December, 2004.

FIRST NATIONAL BANK OF SHELBY COUNTY

By: 
JAMES G. HENDERSON
Attorney-In-Fact and Auctioneer.

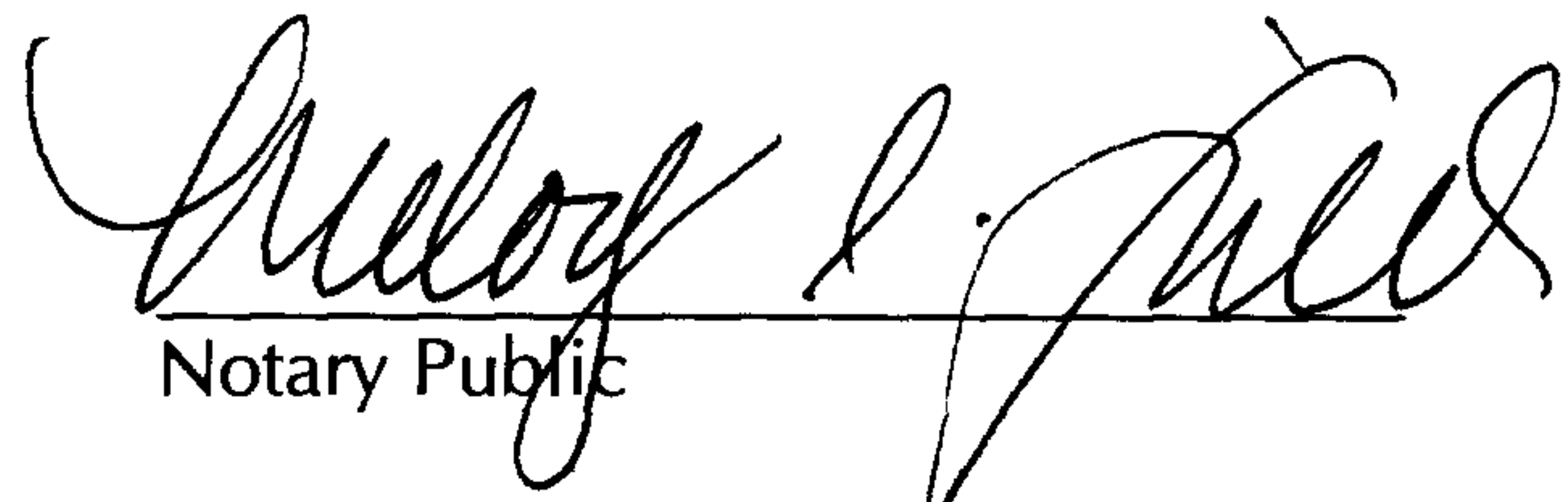
By: 
JAMES G. HENDERSON
Auctioneer conducting said sale.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES G. HENDERSON whose name as Auctioneer and Attorney-In-Fact for FIRST NATIONAL BANK OF SHELBY COUNTY, 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 such 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 this the 16th day of December, 2004.

SEAL

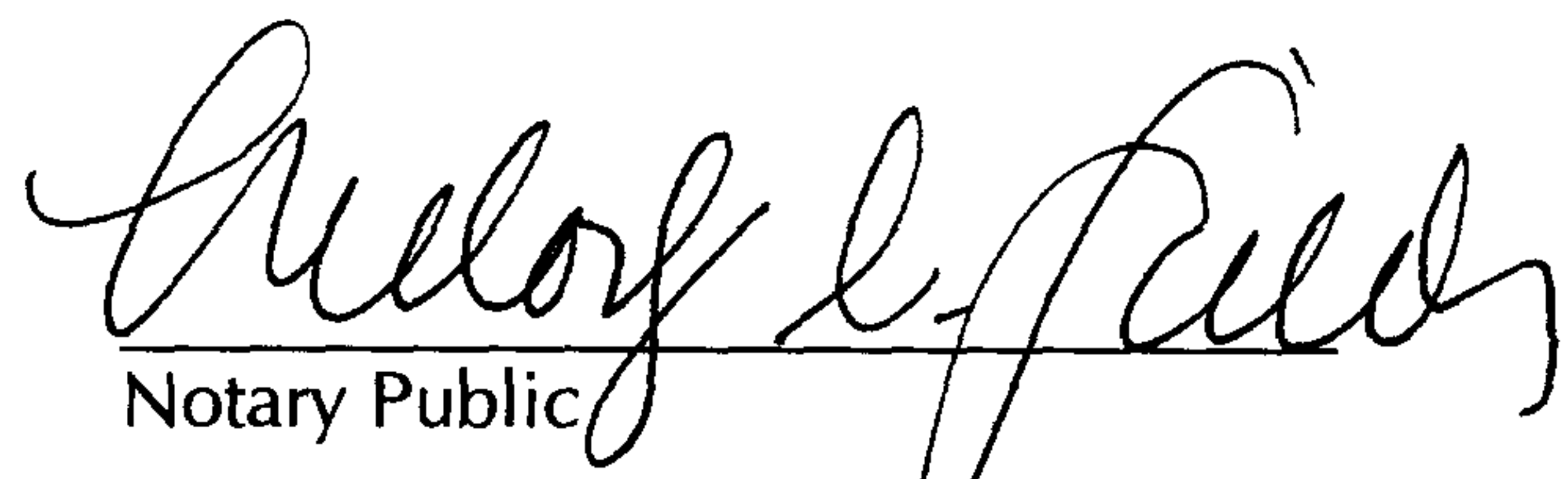

Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 28, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, being a Notary Public in and for said County, in said State, do hereby certify that JAMES G. HENDERSON, whose name as Auctioneer 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, in his capacity as Auctioneer, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal this the 16th day of December, 2004.

SEAL


Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 28, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:
James G. Henderson
800 Financial Center
505 North 20th Street
Birmingham, AL 35203-2605
(205) 328-9190