STATE OF ALABAMA
COUNTY OF SHELBY

THIS FORECLOSURE DEED made this 11<sup>th</sup> day of January, 2005, between DANIEL KEITH HOLCOMB and wife DONNA HOLCOMB, Parties of the First Part, and REALTY INVESTMENTS, INC., Party of the Second Part;

## WITNESSETH:

WHEREAS, the said DANIEL KEITH HOLCOMB and wife DONNA HOLCOMB, heretofore executed to SUPERIOR BANK FSB, herein called the Mortgagee, a certain mortgage dated December 9, 1999, and recorded in Instrument Number 1999-52221, 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 LASALLE BANK, N.A., F/K/A LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED 12/01/1999, SERIES 1999-4 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

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 LASALLE BANK, N.A., F/K/A LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED 12/01/1999, SERIES 1999-4 thereafter gave notice by publication in The Shelby County Reporter, a newspaper of general circulation and published in Shelby County, Alabama, on the 8<sup>th</sup> day of December, 2004, and the 15<sup>th</sup> day of December, 2004, and the 22<sup>nd</sup> day of December, 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 11<sup>th</sup> day of January, 2005; 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 REALTY INVESTMENTS, INC.

became the purchaser of the hereinafter described property at and for the sum of \$35,001.00 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 LASALLE BANK, N.A., F/K/A LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED 12/01/1999, SERIES 1999-4;

NOW THEREFORE, IN consideration of the premises the Party of the First Part and LASALLE BANK, N.A., F/K/A LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED 12/01/1999, SERIES 1999-4, 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 REALTY INVESTMENTS, INC., the following described real property situated in Shelby County, Alabama, to-wit:

Commence at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 12, Township 19 South, Range 1 West, Shelby County, Alabama. Thence North 89 degrees, 58 minutes, 51 seconds West 50.00 feet to a 5/8" rebar and the Point of Beginning, thence North 43 degrees, 59 minutes, 29 seconds East 211.33 feet to a 5/8" rebar, thence North 60 degrees, 00 minutes, 52 seconds West 160.00 feet to a 5/8" rebar, thence North 80 degrees, 15 minutes, 16 seconds West 38.53 feet to the Southeast right-of-way line of Shelby County Road No. 43 and 5/8" rebar, thence North 44 degrees, 25 minutes, 21 seconds East along said right-of-way line 44.74 feet to a 5/8" thence leaving said right-of-way line South 60 degrees, 00 minutes 52 seconds East 92.56 feet to an iron pin, thence South 0 degrees, 17 minutes, 31 seconds East 309.20 feet to a 5/8" rebar, thence North 89 degrees, 56 minutes, 53 seconds West 169.14 feet to a 5/8" rebar, thence North 0 degrees, 17 minutes, 31 seconds West 134.76 feet back to the Point of Beginning.

TO HAVE AND TO HOLD unto the said REALTY INVESTMENTS, INC. her heirs, personal representatives and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said REALTY INVESTMENTS, INC., 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 DANIEL KEITH HOLCOMB and wife DONNA HOLCOMB, and LASALLE BANK, N.A., F/K/A LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED 12/01/1999, SERIES 1999-4, 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 DANIEL KEITH HOLCOMB and wife DONNA HOLCOMB, and LASALLE BANK, N.A., F/K/A LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED 12/01/1999, SERIES 1999-4, 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 11<sup>th</sup> day of January, 2005.

Motary Public

My Commission Expires: 03/13/2007

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