

STATE OF ALABAMA

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MORTGAGE FORECLOSURE DEED

COUNTY OF SHELBY

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KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS, heretofore, on the 8th day of August, 2005, Lee House and wife Catherine House, executed a certain mortgage on property hereinafter described to First United Security Bank, which said mortgage is recorded in the Probate Office of Shelby County, Alabama, in Instrument Number 20050818000426220 and therefore modified on the 3rd day of February, 2006 by a modification agreement recorded as Instrument Number 2006030600103140.

WHEREAS, in and by said mortgage, the mortgagee, its successors or assigns were authorized and empowered in the event of default, according to the terms thereof, to sell said property before the South entrance Courthouse door in the City Columbiana, Shelby County, Alabama, after giving notice of the 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 the proper conveyance 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 therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the same First United Security Bank 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 foreclosure of said mortgage by publication in Shelby County Reporter, a

newspaper of general circulation, published in Shelby County, Alabama, in its issues of May 3rd, 10th and 17th, 2006; and

WHEREAS, on May 29, 2006, the day on which said foreclosure sale 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 Robert P. Reynolds, as Attorney-in-Fact for the said First United Security Bank did offer for sale and sell at public outcry, at the South entrance Courthouse door in Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Robert P. Reynolds was the Auctioneer who conducted said foreclosure sale for the said First United Security Bank; and

WHEREAS, the said First United Security Bank was the highest bidder in the amount of Three Hundred Sixty-Five Thousand Dollars 00/100ths (\$365,000.00) which sum of money First United Security Bank offered to apply to the costs of foreclosure and credit the remaining balance on the indebtedness secured by said mortgage, and said property was thereupon sold to First United Security Bank.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and of a credit in the amount of Three Hundred Sixty-Five Thousand Dollars and 00/100ths (\$365,000.00), on the indebtedness secured by said mortgage, the said Lee House and wife Catherine House by and through Robert P. Reynolds, the person acting as auctioneer and conducting said sale as their duly authorized agent and Attorney-in-Fact and as Auctioneer does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto First United Security Bank the following described property situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the SW 1/4 of the SW 1/4 of Section 25 and the NW 1/4 of the NW 1/4 of Section 36, all in Township 21 South, Range 1 West, City of Columbiana, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of Section 25, Township 21 South, Range 1 West; thence North 00 degrees 00 minutes 00 seconds East, a distance of 432.86 feet; thence South 89 degrees 47 minutes 47 seconds East, a distance of 205.26 feet; thence South 28 degrees 10 minutes 40 seconds East, a distance of 275.10 feet; thence South 67 degrees 50 minutes 38 seconds West, a distance of 170.80 feet; thence South 23 degrees 50 minutes 22 seconds East, a distance of 60.03 feet to a point lying on the northeasterly R.O.W. line of Shelby County Highway 47 50' R.O.W.; thence continue along the last described course and R.O.W. line, a distance of 33.67 feet to a point, said point being the beginning of a non tangent curve to the left, having a radius of 2,834.79 feet, a central angle of 01 degree 19 minutes 47 seconds and subtended by a chord which bears South 24 degrees 46 minutes 12 seconds East, and a chord distance of 65.80 feet; thence along the arc of said curve and said R.O.W. line, a distance of 65.80 feet to the POINT OF BEGINNING, said point being the beginning of a compound curve to the left, having a radius of 2834.79 feet, a central angle of 03 degrees 44 minutes 34 seconds and subtended by a chord which bears South 27 degrees 18 minutes 22 seconds East, and a chord distance of 185.14 feet; thence along the arc of said curve and said R.O.W. Line, a distance of 185.17 feet; thence South 26 degrees 53 minutes 55 seconds East and along said R.O.W. line, a distance of 15.35 feet; thence North 88 degrees 22 minutes 24 seconds East, and leaving said R.O.W. line a distance of 120.00 feet; thence North 22 degrees 14 minutes 01 seconds West, a distance of 132.29 feet; thence North 27 degrees 25 minutes 06 seconds West, a distance of 110.00 feet; thence South 67 degrees 49 minutes 11 seconds West, a distance of 120.0 feet to the POINT OF BEGINNING.

Together with the hereditaments and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises herein described, subject to right of way easements and restrictions of record in the Probate Office of Shelby County, Alabama, and existing special assessments, if any, which might adversely affect the title to the above described property.

TO HAVE AND TO HOLD the above described property unto First United Security Bank, its successors and assigns forever; subject, however, to existing ad valorem taxes and to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama and the United States of America.

IN WITNESS WHEREOF, the said Lee House and wife Catherine House and First United Security Bank have caused this instrument to be executed by and through Robert P. Reynolds, as Auctioneer conducting said sale and as Attorney-in-Fact for all parties separately, has hereto set his hand and seal on this the 29th day of May, 2006.

LEE HOUSE AND WIFE CATHERINE HOUSE

BY: 

Robert P. Reynolds
Attorney-in-Fact


FIRST UNITED SECURITY BANK

BY: 

Robert P. Reynolds as Attorney-In-Fact and Agent



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Shelby Cnty Judge of Probate, AL
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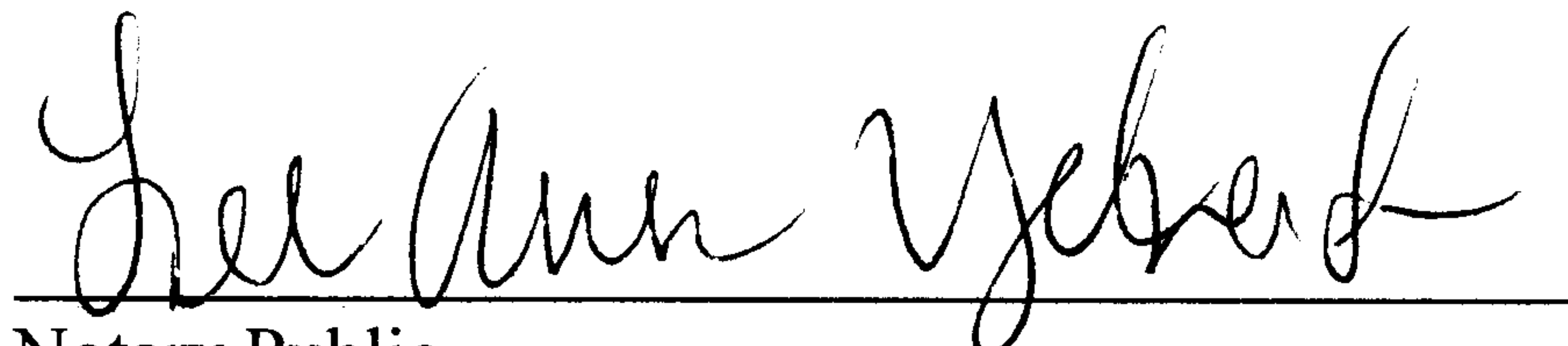

Robert P. Reynolds as the Auctioneer
and person making said sale

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Robert P. Reynolds, whose name as Attorney-in-Fact for Lee House and wife Catherine House, whose name as Attorney-in-Fact and agent for First United Security Bank, and whose name as Auctioneer and person making said sale, 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 Attorney-in-Fact, agent, and as such Auctioneer, executed the same voluntarily on the day the same bears date.


GIVEN under my hand and official seal this the 29th day of May, 2006.


Notary Public

My Commission Expires: March 31, 2010

THIS INSTRUMENT PREPARED BY:
Robert P. Reynolds, Esq.
REYNOLDS, REYNOLDS & DUNCAN, LLC
Attorneys At Law
Post Office Box 2863
Tuscaloosa, Alabama 35403
205-391-0073
FILE NO. 4.0010

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Shelby Cnty Judge of Probate, AL
06/05/2006 09:42:53AM FILED/CERT

IN RE:

CHAPTER 7

CASE NO. 06-01324-TBB

VS.

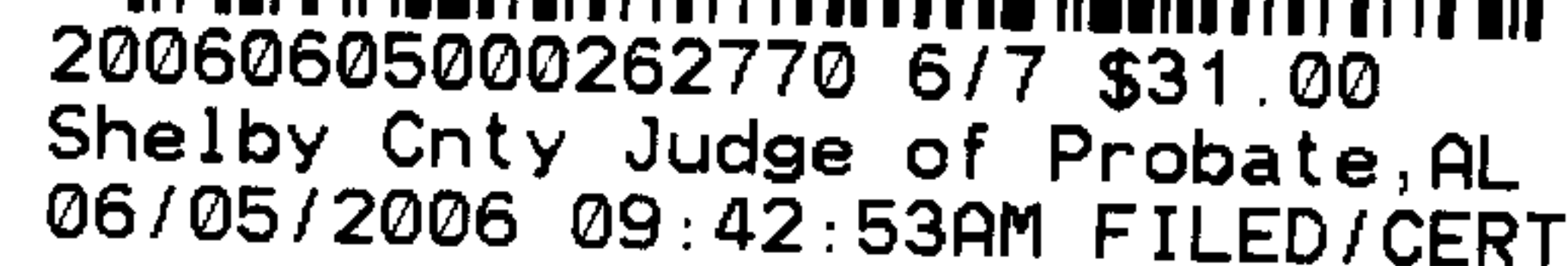
LEE PRENTISS HOUSE AND
CATHERINE GINETTE HOUSE
AND
MAX C. POPE, TRUSTEE,
RESPONDENTS.

_____By agreement of the parties, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. First United Security Bank, hereinafter "Bank", is the holder of a perfected security interest in one (1) 1997 Dodge Ram 3500 pickup and one (1) 1993 Ford F-700G truck, hereinafter "Motor Vehicles". The automatic stay with respect to said Motor Vehicles is hereby terminated, pursuant to 11 U.S.C. Section 362(d). The Court expressly determines that there is no reason of delay and expressly directs that this Order be entered as a final Order against the Debtors and is therefore immediately effective to terminate the automatic stay and shall not be subject to Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure.

2. Bank is authorized to proceed with the repossession and sale of said Motor Vehicles in accordance with the Uniform Commercial Code and its security agreement, and to file a claim for the deficiency, if any, which may thereafter remain.

3. Bank is the holder of a mortgage upon real estate more particularly described in is mortgage which is recorded in the Probate Office of Shelby County, Alabama in Instrument Number 20050818000426220, hereinafter “Real Property”.



4. The Debtors possess no equity in the Real Property, and the same is burdensome to the estate of the Debtors.

5. The automatic stay with respect to said Real Property is hereby terminated, pursuant to 11 U.S.C. Section 362(d), and Bank is authorized to proceed with the foreclosure of the Real Property in accordance with its mortgage and applicable state law and to file a claim for the deficiency, if any, which may thereafter remain, or, in the alternative, the Debtors are authorized, if requested by Bank, to deliver to the order of Bank or its designee a statutory warranty deed to said Real Property.


6. The Court expressly determines that there is no reason of delay and expressly directs that this Order be entered as a final Order against the Debtors and is therefore immediately effective to terminate the automatic stay and shall not be subject to Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure.

ORDERED this the 17th day of May, 2006.

/s/ Thomas B. Bennett
United States Bankruptcy Judge

This order prepared by:

/s/ Robert P. Reynolds
Robert P. Reynolds
Reynolds, Reynolds & Duncan, LLC
Attorney for First United Security Bank
P.O. Box 2863
Tuscaloosa, Alabama 35403
Telephone: (205)391-0073
Our File No. 4.0010


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Shelby Cnty Judge of Probate, AL
06/05/2006 09:42:53AM FILED/CERT

This order consented to by:

/s/Andrew N. Laplante
Andrew N. Laplante
Attorney for Debtors
1604 3rd Avenue N
Bessemer, Alabama 35020

This order consented to by:

/s/ Max C. Pope
Max C. Pope, Trustee
1215 Financial Center
Birmingham, Alabama 35203

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