

STATE OF ALABAMA)
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COUNTY OF SHELBY)

THIS FORECLOSURE DEED made this 26th day of September, 2006 between DAVID W. CAMPBELL, an unmarried man, and CATHY D. DABBS, a married woman, Parties of the First Part, and HOMESALES, INC., Party of the Second Part;

WITNESSETH:

WHEREAS, the said DAVID W. CAMPBELL, an unmarried man, and CATHY D. DABBS, a married woman, heretofore executed to OLD STONE MORTGAGE, L.L.C., herein called the Mortgagee, a certain mortgage dated April 9, 2004, and recorded in Instrument Number 20040414000194320, 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 CHASE MANHATTAN MORTGAGE CORPORATION by assignment dated April 9, 2004 and recoded in Instrument No. 20040603000295610, 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 9th day of August, 2006, and the 16th day of August, 2006, and the 23rd day of August, 2006 that it would sell the hereinafter described property before the front door of

Shelby County, AL 10/06/2006 State of Alabama

20061006000496420 2/3 \$113.50 Shelby Cnty Judge of Probate, AL 10/06/2006 10:24:07AM FILED/CERT

the Shelby County Courthouse at Columbiana, Alabama, at public outcry to the highest bidder

for cash, within the legal hours of sale on the 26th day of September, 2006 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 \$96,300.00 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 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 said HOMESALES, INC., the following described real property situated in

Shelby County, Alabama, to-wit:

Lot 276 according to the survey of Waterford Village Sector 3 as recorded in Map

Book 31, Page 135 in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said HOMESALES, INC., its successors and

assigns forever, as fully and completely in all respects as the same could or ought to be

conveyed to the said HOMESALES, 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 DAVID W. CAMPBELL, an unmarried man, and

CATHY D. DABBS, a married woman, and CHASE HOME FINANCE LLC SUCCESSOR BY

MERGER TO CHASE MANHATTAN 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.

DAVID W. CAMPBELL and CATHY D. DABBS CHASE HOME FINANCE LLC SUCCESSOR BY

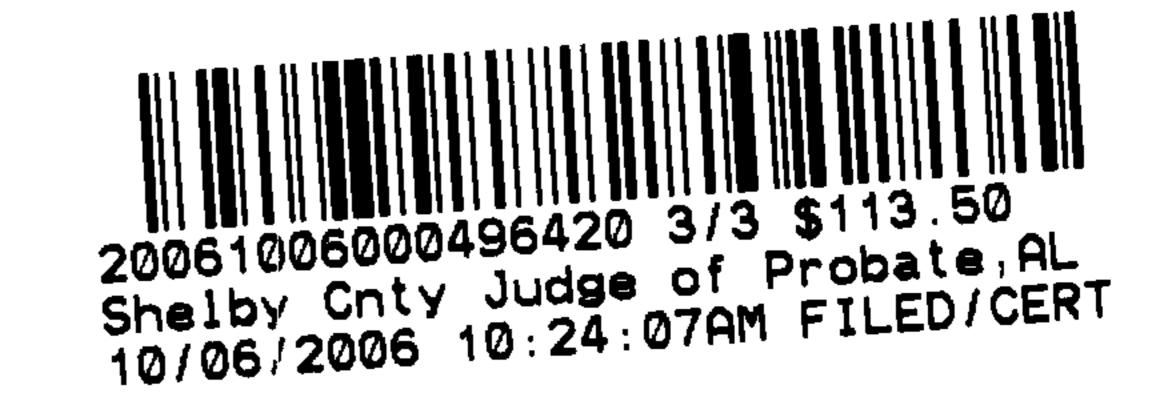
MERGER TO CHASE MANHATTAN

MORTGAGE CORPORATION

BY:

JAMES J. ØDOM, JR.,

As Attornéy-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 DAVID W. CAMPBELL, an unmarried man, and CATHY D. DABBS, a married woman, and CHASE HOME FINANCE LLC SUCCESSOR BY MERGER TO CHASE MANHATTAN 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 26th day of September, 2006.

My Commission Expires: 3/3/2007

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

HUNTSVILLE, AL 35804