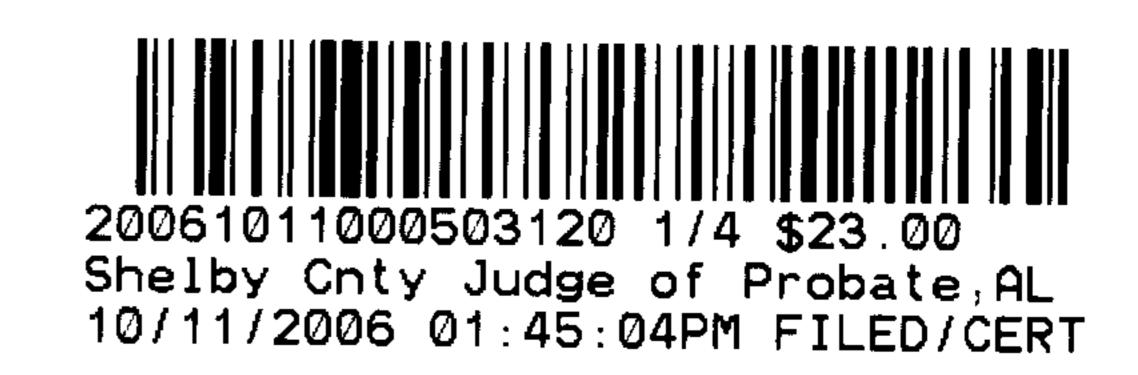
STATE OF ALABAMA)

COUNTY OF SHELBY)

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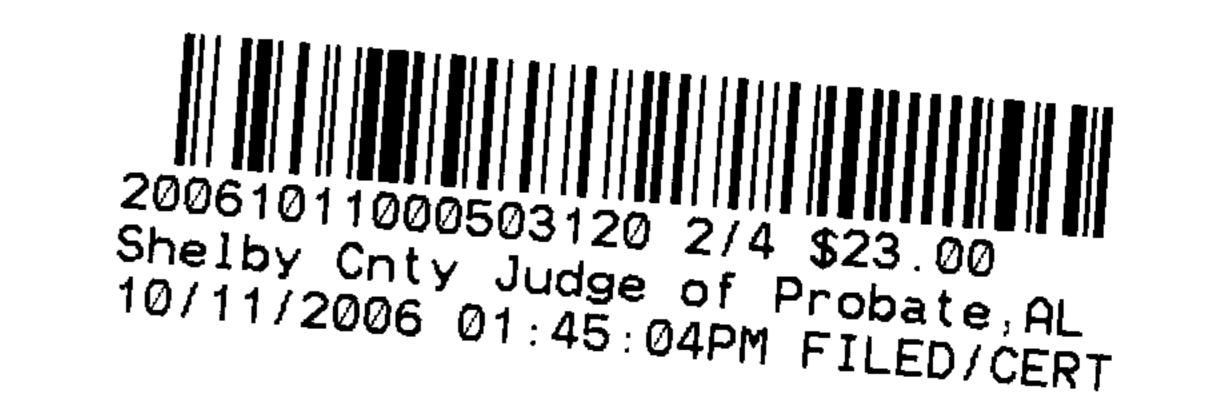


## AUCTIONEER'S DEED

whereas, James v. Frazier and Michelle Frazier, husband and wife, did on the 15<sup>th</sup> of January, 2002 execute and deliver to SOUTHTRUST BANK, n/k/a WACHOVIA BANK, NATIONAL ASSOCIATION, successor by merger to SOUTHTRUST BANK, a certain mortgage to secure the indebtedness therein described, which mortgage was dated January 15, 2002 and recorded in Instrument # 2002-14646, Probate Court Records of Shelby County, Alabama;

WHEREAS, by the terms of said mortgage, it was provided that in case of default of the payment of the indebtedness described therein and secured by said mortgage, that the holder of said mortgage, or its successors and assigns, was vested with full power and authority to sell said property described in said mortgage at the front or main door to the Courthouse of Shelby County, Alabama, at public outcry, for cash, to the highest bidder, after first giving notice of the time, place and terms of said sale, together with a description of the property to be sold by publication once a week for three successive weeks in a newspaper published in Shelby County, Alabama; and

WHEREAS, default having been made in the payment of the indebtedness secured by said mortgage, and the holder of said mortgage having first given notice by publication once a week for three successive weeks of the time, place and terms for the foreclosure sale, together with a description of the property to be sold, said notice having been published in the County of Shelby by publication appearing in the August 30, September 6, and September 13, 2006 issues of the "Shelby County Reporter", fixing September 29, 2006, during the legal hours of sale, at the front or main door to the Courthouse of Shelby County, Alabama, in Columbiana, Alabama, as the time and place of said sale, and that the property would be sold at public outcry for cash to the highest



bidder, as the terms of said sale;

WHEREAS, on the 29th day of September, 2006 at the time and place aforesaid, said default still continuing, Wachovia Bank, National Association, owner of the indebtedness secured by said mortgage, acting by and through Michael T. Atchison as auctioneer and its attorney-in-fact pursuant to the terms of said mortgage, conducted said foreclosure sale and did offer some of the real property described in said mortgage for sale at public outcry for cash to the highest bidder; and

WHEREAS, at the foreclosure sale so held, as aforesaid, WACHOVIA BANK, National Association, became the purchaser of the real property described below for the sum of FIFTY-ONE THOUSAND NINE HUNDRED AND NO/100 (\$51,900.00) DOLLARS cash, it being the highest, best and last bidder therefore;

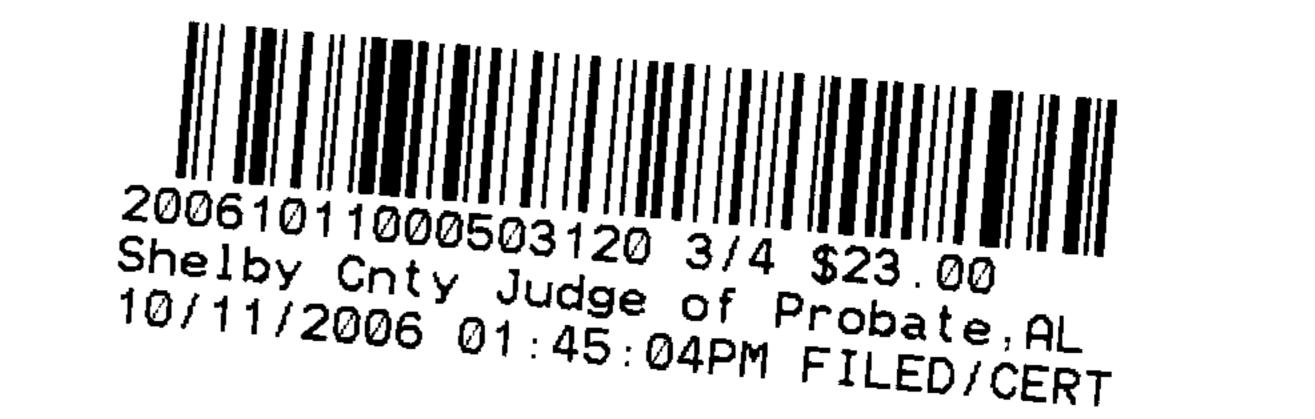
NOW, THEREFORE, in consideration of the premises and of a credit in the amount of FIFTY-ONE THOUSAND NINE HUNDRED AND NO/100 (\$51,900.00) DOLLARS on the indebtedness secured by said mortgage, the said JAMES V. FRAZIER and MICHELLE FRAZIER, husband and wife, do hereby grant, bargain, sell and convey unto the said WACHOVIA BANK, National Association, the following described real property situated in the County of Shelby, State of Alabama, to-wit:

All that certain parcel of land situated in City of Maylene being known as a tract of land situated in Section 21, Township 21 South, Range 3 West, more particularly described in Metes and Bounds, being the same premises as conveyed to James Vince Frazier from James Boyd Frazier and Lou E. Frazier, and being more fully described in Deed Book Page Instrument 1998-07252 recorded on 03/03/1998 among the land records of Shelby County, Alabama.

Parcel ID Number: 23-5-21-0-001-013.002

Said property is also described as follows:

Commence at the Northeast corner of the Northwest Quarter of Section 21, Township 21 South, Range 3 West, Shelby County, Alabama and run thence Westerly along the north line of said quarter-quarter 85.96 feet to a point; thence turn 89 degrees 46 minutes 14 seconds left and run southerly 380.75 feet to a steel rebar corner and the point of



beginning of the property being described; thence turn 03 degrees 45 minutes 27 seconds left and run southerly 134.11 feet to a steel rebar corner; thence turn 94 degrees 16 minutes 20 seconds left and run easterly 311.94 feet to a steel rebar corner; thence turn 90 degrees 03 minutes 40 seconds left and run northerly 139.40 feet to a steel rebar corner; thence turn 91 degrees 00 minutes 50 seconds left and run westerly 301.86 feet to the point of beginning, containing 0.96 of an acre.

There is a fifteen foot wide (15.0') access easement to serve this property the centerline of which is described as follows:

Commence at the northeast corner of the northwest quarter of Section 21, Township 21 South, Range 3 West, Shelby County, Alabama and run thence westerly along the north line of said quarter-quarter 85.96 feet to a point; thence turn 89 degrees 46 minutes 14 seconds left and run southerly 199.92 feet to a steel rebar corner; thence turn 92 degrees 03 minutes 18 seconds left and run easterly 277.90 feet to a steel rebar corner; thence turn 83 degrees 57 minutes 50 seconds right and run southerly a distance of 7.54 feet to the point of beginning on the centerline of easement being described; thence turn 96 degrees 02 minutes 10 seconds right and run westerly 58.45 feet to a point; thence turn 76 degrees 19 minutes 50 seconds left and run southwesterly 154.04 feet to a point on the north line of subject property and the end of easement. Easement being fifteen feet wide, seven and a half feet on each side of just described centerline.

According to the survey of Joseph E. Conn, Jr., Ala. Registered No. 9049, dated February 25, 1998.

Said property is sold and conveyed on an "as is, where is" basis subject to any easements, encumbrances, and exceptions contained in said mortgage and those contained in the records of the Office of the Judge of Probate where the above-described property is situated. Said property is sold and conveyed without warranty or recourse, expressed or implied as to title, use and/or enjoyment, and is conveyed subject to the right of redemption of all parties entitled to redeem as provided by the laws of the State of Alabama or of the United States.

TO HAVE AND TO HOLD the said property unto the said Grantee, and to its successors and assigns, forever.

IN WITNESS WHEREOF, Michael T. Atchison, as auctioneer, attorney-in-fact and the person conducting said sale, has hereunto set his hand and seal on this the 29<sup>th</sup> day of September, 2006.

JAMES V. FRAZIER and MICHELLE FRAZIER, husband and wife,

By: WACHOVIA BANK, N.A., MORTGAGEE

Michael T. Atchison, As Auctioneer,

Attorney-in-Fact and person conducting said

Sale for the Mortgagee

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned Notary Public in and for said State and County, hereby certify that **MICHAEL T. ATCHISON** whose name as Auctioneer, Attorney-in-Fact and person conducting 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 instrument, he, in his capacity as such Auctioneer, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this

NOTARY PUBLIC

My Commission Expires: 10/

20061011000503120 4/4 \$23.00 Shelby Cnty Judge of Probate, AL 10/11/2006 01:45:04PM FILED/CERT

THIS INSTRUMENT PREPARED BY:

GREGORY S. COMBS, ESQ. Fernandez & Combs, L.L.C. Post Office Box 162 Mobile, AL 36601 (251) 433-0738

GRANTEE'S ADDRESS:

WACHOVIA BANK, NATIONAL ASSOCIATION ORE/Asset # P.O. Box 2248 Jacksonville, Florida 32203-2248