

PREPARED BY: J. DAVID HOOD, JACKSON, FIKES, HOOD & BRAKEFIELD, P.O. BOX 748, JASPER, ALABAMA, 35502-0748, TELEPHONE (205) 387-2171.

#### MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA	)
	)
COUNTY OF SHELBY	)

### KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Stephen B. Caldwell and Courtney D. Caldwell, husband and wife, did on March 11, 2005 execute a mortgage on the property which is hereafter described to Pinnacle Bank, hereafter referred to as Mortgagee, which mortgage was recorded on April 12, 2005 as Instrument 20050412000169210 in the office of the Judge of Probate in Shelby County, Alabama, and

WHEREAS, in and by said mortgage, the Mortgagee was authorized and empowered in case of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property before the front or main door of the courthouse of the county where said property is located 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 therein, the Mortgagee or any person conducting said sale for the Mortgagee was authorized to execute a deed to the property to the purchaser at said sale, and it was further provided in and by said mortgage that the Mortgagee or its Designee may bid at said sale and purchase said property if the highest bidder therefore, and

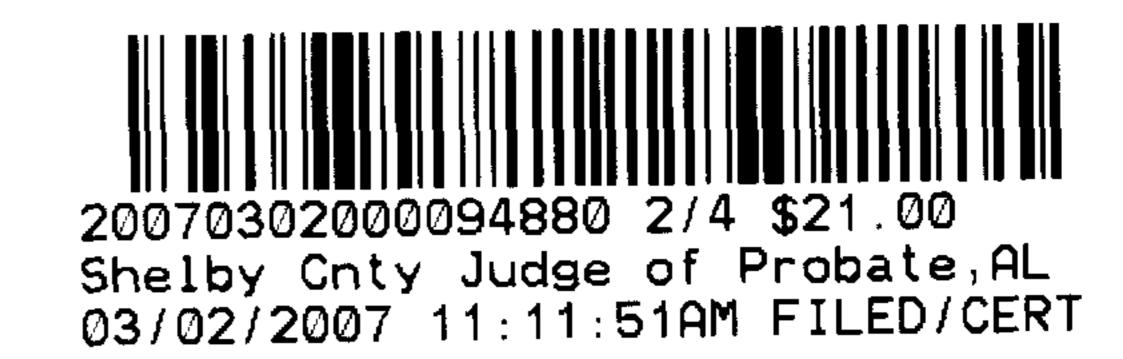
WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and the said Mortgagee did declare all of the indebtedness secured by said mortgage due and payable and subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, in its issues of January 31, February 7 and 14, 2007, and

WHEREAS, on March 2, 2007, 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 the said Mortgagee did offer for sale and did sell at public outcry in front of the main door of the Shelby Courthouse in Columbiana, Alabama the property hereafter described, and

WHEREAS, J. David Hood was the auctioneer who conducted said foreclosure and was the person conducting the sale for the said Mortgagee, and

WHEREAS, Pinnacle Bank was the highest and best bidder for the property described in the aforementioned mortgage in the amount of \$79,253.86, which sum was credited against the indebtedness secured by said mortgage, whereupon said property was sold to said Pinnacle Bank,

NOW THEREFORE, in consideration of the premises and a credit of \$79,253.86 on the indebtedness secured by said mortgage, the said Stephen B. Caldwell and Courtney D. Caldwell, husband and wife, Mortgagors, acting by and through Pinnacle Bank, Mortgagee, by and through J. David Hood as auctioneer conducting said sale and as attorney-



in-fact for the Mortgagee, and Pinnacle Bank, Mortgagee, acting by and through J. David Hood as auctioneer conducting said sale and as attorney-in-fact for the Mortgagee, does hereby grant, bargain, sell and convey unto Pinnacle Bank the following described real estate located in Shelby County, Alabama:

Lot 6, according to the survey of The Estates of Forest Parks, as recorded in Map Book 27, Page 6 in the Probate Office of Shelby County, Alabama.

Stephen B. Caldwell and Courtney D. Caldwell filed Chapter 7 bankruptcy on 12-21-2006 as case number 06-05189-TOM-7 in the U. S. Bankruptcy Court for the Northern District of Alabama, Southern Division. Pinnacle Bank obtained relief from the automatic stay in said case on 1-22-2007 to foreclose its mortgage on the subject property and a copy of said order is attached hereto and made a part hereof the same as if fully set out herein.

TO HAVE AND TO HOLD said property unto the said Pinnacle Bank, its successors and assigns, forever. Subject however to the following:

- 1. The statutory right of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws of the State of Alabama.
- 2. All minerals and mining rights excepted.
- 3. Existing easements and rights-of-way for public roads and public utilities.
- 4. Ad valorem taxes for tax year 2007 and all subsequent years thereafter.
- 5. All matters which would be revealed by an accurate survey of the subject property.
- 6. All assessments for fire district dues, if applicable.
- 7. All assessments for library district dues, if applicable.
- 8. All assessments for homeowners' association dues, if applicable.
- 9. All improvements located upon the subject property are conveyed "AS IS" with all warranties hereby disclaimed, both express and implied, except as to title.
- 10. Right-of-way granted to Alabama Power Company recorded in Volume 236 at Page 829.
- 11. Restrictions recorded as Instrument 1996-31156 and Instrument 2000-16815.
- 12. Easements, building lines and other matters shown on the recorded subdivision map.

March, 2007.

## STEPHEN B. CALDWELL AND COURTNEY D. CALDWELL, MORTGAGORS

		BY: PINNACLE BANK, MORTGAGEE
		By: J. DAVID HOOD, AUCTIONEER AND
		ATTORNEY-IN-FACT FOR MORTGAGEE
		PINNACLE BANK, MORTGAGEE
		By:
		J. DAVID HOOD, AUCTIONEER AND
		ATTORNEY-IN-FACT FOR MORTGAGEE
TATE OF ALABAMA	)	
COUNTY OF SHELBY	)	

I, the undersigned authority, a notary public in and for the State of Alabama at large, hereby certify that **J. David Hood**, whose name as auctioneer and attorney-in-fact for **Pinnacle Bank**, Mortgagee, is signed to the foregoing Mortgage Foreclosure Deed, and who is known to me, acknowledged before me on this date, that being informed of the contents of said deed, he as such auctioneer and attorney-in-fact and with full authority, executed same voluntarily on the day the same bears date for and as the act of said Mortgagee.

Given under my hand and seal this the day of March, 2007.

Laure Masker
Notary Public

My Commission Expires: 12 - 3 - 15

Send Tax Notice To:

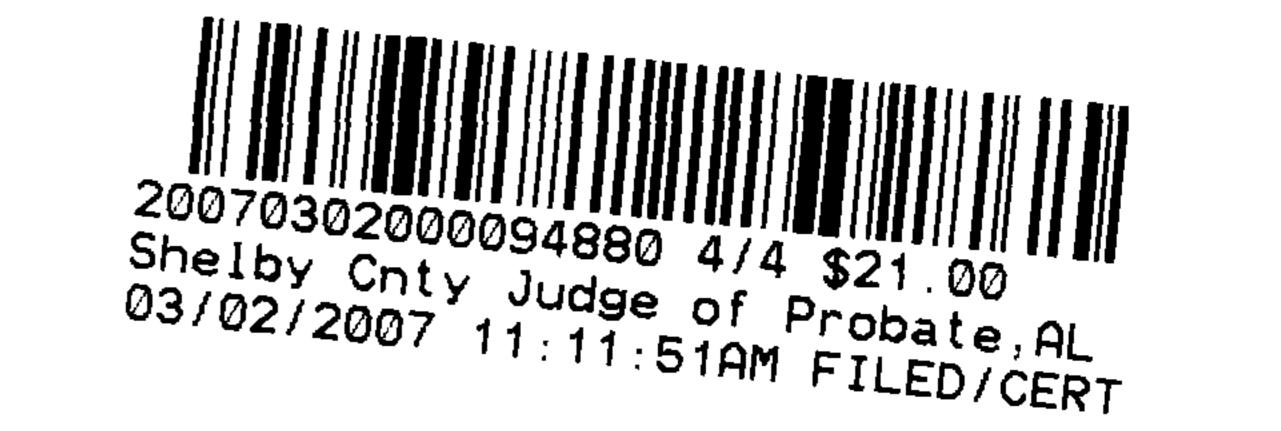
Pinnacle Bank

ATTENTION: Loan Servicing Department

P. O. Box 1388

Jasper, AL 35502-1388

Telephone Number 205-221-4111



# UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ALABAMA SOUTHERN DIVISION

IN RE: STEPHEN BRENT CALDWELL AND COURTNEY DOYLE CALDWELL,		)	CASE NO. 06-05189-TOM
	DEBTORS.	)	CHAPTER 7

### AGREEMENT AND MOTION TO MODIFY OR TERMINATE AUTOMATIC STAY

The undersigned agree and move that the automatic stay be terminated on the date of the Order below to permit Pinnacle Bank to foreclose or otherwise proceed against the following property securing the debt of the Debtor(s) to creditor: Property described in the mortgage in the amount of \$250,000.00 dated 3-11-2005 and recorded on 4-12-2005 as Instrument 20050412000169210 in the office of the Judge of Probate of Shelby County, Alabama. The undersigned further agree that the order modifying the automatic stay pursuant to this agreement and motion shall provide that it shall not be subject to Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure. The undersigned waive notice and consent to the Order set out below and acknowledge receipt of a copy of the Order.

/s/ Stephen Brent Caldwell	/ <sub>~</sub> / <b>T</b> 1			
Debtor	/s/ Thomas E. Reynolds			
Stephen Brent Caldwell	Trustee			
Print (Debtor's) Name	/s/ J. David Hood			
/s/ Courtney Dovle Caldwell Co-Debtor¹ Courtney Doyle Caldwell Print (Debtor's) Name /s/ Thomas J. Huseman	Attorney For Pinnacle Bank			
	J. David Hood			
	Print Creditor or Creditor's Attorney's Name			
	Address: P. O. Box 748, Jasper, AL 35502-0748			
	Phone No. 205-387-2171			
Attorney for Debtors				

## ORDER APPROVING AGREEMENT TO MODIFY OR TERMINATE AUTOMATIC STAY

All of the parties to whom notice is required have moved the court, as shown by their signatures appearing above, to approve their agreement to modify or terminate the stay provided for in 11 U. S. C. §362. The agreement is accordingly APPROVED without further notice. Pursuant to the parties' agreement and motion this order shall <u>not</u> be subject to Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure.

This the 22<sup>nd</sup> day of January, 2007.

/s/ Tamara O. Mitchell
TAMARA O. MITCHELL
United States Bankruptcy Judge

<sup>1</sup>Note: Debtor(s) are required to sign this form

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