

STATE OF ALABAMA
SHELBY COUNTY

20070710000323060 1/5 \$23.00
Shelby Cnty Judge of Probate, AL
07/10/2007 08:24:01AM FILED/CERT

ASSIGNMENT OF STATUTORY RIGHT OF REDEMPTION
THIS ASSIGNMENT OF STATUTORY RIGHT OF REDEMPTION
IS EXECUTED BY THE UNDERSIGNED
(HEREAFTER TO AS THE "ASSIGNOR") ON THIS THE
9TH DAY OF JULY 2007
WITNESSETH

WHEREAS, ASSIGNOR HAS CERTAIN STATUTORY RIGHTS OF
REDEMPTION UNDER THE LAWS OF THE STATE OF ALABAMA
BY VIRTUE OF ITS HAVING A MORTGAGE ("ASSIGNOR'S
MORTGAGE") ON CERTAIN REAL ESTATE (HEREAFTER
THE "PROPERTY") MORE PARTICULARLY DESCRIBED AS:

A parcel of land situated in the Southeast quarter of the Northeast quarter of
Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, more
particularly described as follows:

N1 P
From the locally accepted Southeast corner of the Southeast quarter of the
Northeast quarter of Section 29, Township 19 South, Range 1 East, Shelby
County, Alabama, proceed North 89 degrees, 56 minutes, 64 seconds West along
the accepted South boundary of said Southeast quarter of the Northeast quarter for
a distance of 340.04 feet to a point; thence proceed North 27 degrees 45 minutes
25 seconds East 245.43 feet to the point of beginning of herein described parcel of
land; thence from said point of beginning continue along the aforementioned
course North 27 degrees 45 minutes 25 seconds East 179.43 feet to a point on the
South side of Heading Mill Road; thence proceed along the chord of a curve and
along the South side of said road North 62 degrees 31 minutes 41 seconds West
226.44 feet; thence leaving said road boundary proceed South 13 degrees 07
minutes 37 seconds West 185.72 feet; thence proceed South 62 degrees 41
minutes 18 seconds East for a distance of 179.53 feet back to the point of
beginning of herein described parcel of land.

ALSO INCLUDE IS THE MOBILE HOME ON THE PROPERTY AND THAT
THE UNDERSIGNED AGREES TO GIVE UP ANY RIGHTS TO
THE 1996 DOUBLE WIDE MOBILE HOME 60X28 BUCCANEER
II AND HAS NO RIGHTS OF REDEMPTION TO THE MOBILE
HOME ALONG WITH THE PROPERTY DESCRIBED ABOVE
~~PROPERTY~~

WHEREAS, THE ASSIGNOR'S MORTGAGE WAS DATED ATTACHED
AND RECORDED IN PROBATE OFFICE IN SHELBY COUNTY,
ALABAMA; AND MORTGAGE WAS SUBSEQUENTLY
ASSIGNED TO ASSOCIATES FIRST CORPORATION, A DELAWARE
CORPORATION



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II

Whereas, The Associates First Corporation Conducted A Foreclosure ~~sale~~^{we} SALE on the Property As A Result of A default, And did in fact, Sell the Property AT A Foreclosure Sale To Associates First Capital Corporation A Delaware Corporation, As A Trustee As evidenced by that certain Foreclosure deed dated 3rd day of January 2007 And Recorded in The Probate Office of Shelby County, ALABAMA (Foreclosure Deed) said Foreclosure Deed being Attached hereto as Exhibit "A" And

Whereas, Assignor desires to Release, Relinquish, Transfer Assign Sell And Convey Unto William J Kirkwood, As Trustee hereafter ("Assignee") And Assignee desires to obtain from Assignor whatever Rights of Redemption Assignor May have Under the laws of the State of Alabama, And All Rights, interest, And obligations which exist or may Arise in the future Under Assignor's Mortgage.

Now Therefore, in Consideration of one Hundred Dollars And no/100th \$100.00 And other Valuable Considerations, The sufficiency of which is hereby Acknowledged, Assignor Agrees To the Following.

(1) Assignor Does hereby Release, Relinquish Transfer Assign grant bargain Sell And Convey Unto Assignee whatever rights of Redemption it may have Under the laws of the State of ALABAMA Arising out of certain Foreclosure Sale by Associates First Capital Corporation, A Delaware Corporation, As Trustee Under the Applicable Agreement.

And Assignor does hereby Transfer, Assign, GRANT, Bargain Sell And Convey unto William Kiekwood Assignee Assignors Rights, interests And obligations Under Assignors Mortgage Now or hereafter existing, together with the indebtedness related thereto.

(2) Assignor Acknowledges that other Lienholder with respect to the property may have the right to Redeem the Property, And if such Redemption occurs under the laws of Alabama Assignor's Mortgage And the accompanying indebtedness may be Revived. And, in such event Assignor expressly Acknowledges and intends for Assignee to have All Rights, interest And obligations Under the Assignors Mortgage so revived.

(3) Assignor warrants And Represents that All Parties having Any interest in the Assignors Mortgage listed Above have executed this Assignment, And each does agree to indemnify And hold Assignee harmless from And Against Any Person or Party claiming An interest in the Property by virtue of the claim of having An interest in the Assignors Mortgage Not listed here.

In Witness Whereof, this Assignment of Statutory Right of Redemption has been executed as of the day And year first Above written.

Witness _____

I the undersigned Authority, Notary Public, in said County of _____ in said State, hereby Certify that Kathryn M. Johnson whose Name is signed to the foregoing instrument,

IV

And Who is known to me, Acknowledged before me on this date, that being informed executed the same Voluntarily on the same bears date,

By signing this Contract you ARE Agreeing to WAIVER ALL Rights to the Parcel of Land described ON THE 1ST Page of this Agreement Along with ANY INTEREST in the double wide Mobile Home (96) ALSO described ON 1ST Page, By signing you Agree to WAIVER ALL Rights of redemption on the foreclosed Property,

By signing you Agree to WAIVER All Rights And INTEREST to the forsaide Property AND Will NOT Redeem forsaide Property.

Paid \$100⁰⁰ in full, for Consideration of Property described in Assignment. DATE July 2007

Agreed to by:

Travis Wayne Grimes Travis Wayne Grimes

Robin Denise Grimes Robin Denise Grimes

Buyer of Property is
William J. Burkhead

Kalena M. Johnson
7/09/07

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

20070226000086840 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
02/26/2007 12:25:34PM FILED/CERT

THIS FORECLOSURE DEED made this 30th day January, 2007, between TRAVIS WAYNE GRIMES and wife, ROBIN DENISE GRIMES, Party of the First Part, and ASSOCIATES FIRST CAPITAL CORPORATION, A DELAWARE CORPORATION, Party of the Second Part;

WITNESSETH:

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WHEREAS, the said TRAVIS WAYNE GRIMES and wife, ROBIN DENISE GRIMES, heretofore executed to ASSOCIATES FIRST CAPITAL CORPORATION, A DELAWARE CORPORATION, herein called the Mortgagee, a certain mortgage dated April 9, 1997, and recorded in Instrument Number 1997-12105, 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 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 29th day of November, 2006, the 6th day of December, 2006 and the 13th day of December, 2006, 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