


THIS INSTRUMENT PREPARED BY:
JULIA T. WHISENANT, Attorney at Law
BATTLES LAW FIRM, LLC
9729 Parkway East, Suite 200A
Birmingham, Alabama 35215


20070926000451730 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
09/26/2007 12:10:11PM FILED/CERT

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That, whereas, on **March 5, 2007, Tina B. Graves**, a married woman, hereinafter referred to as "Mortgagor," executed a mortgage on the real estate hereinafter described to **Acceptance Loan Company, Inc.**, hereinafter referred to as "Mortgagee," which mortgage was recorded on **March 22, 2007**, in **Instrument No. 20070322000131290**, in the Office of the Judge of Probate of Shelby County, Alabama, which mortgage was, together with the indebtedness, secured thereby and the note evidencing the same; and

WHEREAS, said mortgage by its terms provided that if the Mortgagor failed to pay the indebtedness secured by said mortgage according to the terms of said mortgage that the whole indebtedness secured thereby would, at the option of the Mortgagee or any assignee or transferee of the Mortgagee with appropriate notice, become immediately due and payable and subject to foreclosure; and

WHEREAS, said mortgage by its terms authorized and empowered the Mortgagee, or any assignee or transferee of the Mortgagee, in case of default in the payment of the indebtedness secured by said mortgage, to sell said real estate, on the steps of the courthouse in the county where said real estate is located, at public outcry, for cash, to the highest bidder, after giving notice of the time, place, and terms of the sale by publication once a week for three consecutive weeks prior to the sale in a newspaper of general circulation published in the county where said real estate is located; and

WHEREAS, said mortgage by its terms provided that the Mortgagee, or any assignee or transferee of the Mortgagee, may bid at the sale and purchase said real estate, if the highest bidder therefore; and

WHEREAS, default was made in the payment in the indebtedness secured by the mortgage and the Mortgagee did declare all the indebtedness secured by the mortgage due and payable, and did give due and proper notice of the foreclosure of the mortgage and the sale of said real estate by sending a notice of mortgage foreclosure sale stating the time, place, and the terms of sale together with a description of the real estate to be sold to each Mortgagor by regular mail and by certified mail, return receipt requested, at each Mortgagor's last known address, and by publishing in a newspaper of general circulation in the county where said real estate is located, for three consecutive weeks prior to sale, a notice of mortgage foreclosure sale stating the time, place, and terms of sale together with a description of the real estate to be sold, all in compliance with applicable law and the terms of said mortgage and the power of sale contained in said mortgage, and proper notice was given by publication in **The Shelby County Reporter**, a newspaper of general circulation published in Shelby County, Alabama, in its issues of **September 1, 8, and 15, 2007**; and

WHEREAS, on the **26th** day of **September, 2007**, the day on which the sale was due to be held, in accordance with the terms of said mortgage and the Notice of Mortgage Foreclosure Sale, between the legal hours of sale, the foreclosure sale was duly and properly conducted on the steps of the courthouse for the county in which said real estate is located, and the Mortgagee by and through the undersigned, its duly authorized agent and auctioneer, then and there did offer for sale and sell at public outcry, for cash, to the highest bidder, said real estate; and


WHEREAS, the highest and the best bid for cash obtained for said real estate was the bid of **Acceptance Loan Company, Inc.**, in the amount of **SEVENTY THOUSAND FOUR HUNDRED SIXTY-FOUR AND 38/100 (\$70,464.38) DOLLARS**, which sum the Mortgagee offered to credit on the indebtedness secured by said mortgage and said real estate was thereupon sold to **Acceptance Loan Company, Inc.** and;

WHEREAS, the said mortgage by its terms expressly authorized and empowered the Mortgagee or any assignee or transferee thereof, through its duly authorized agent or auctioneer in the case of sale under the power of sale contained in said mortgage, to execute to the purchaser at the sale pursuant to foreclosure, a deed to said real estate; and

WHEREAS, the undersigned was the duly authorized agent and auctioneer for the Mortgagee to conduct the sale and was the person conducting the sale;

NOW, THEREFORE, in consideration of the premises and of a credit of **SEVENTY THOUSAND FOUR HUNDRED SIXTY-FOUR AND 38/100 (\$70,464.38) DOLLARS**, on the indebtedness secured by said mortgage, the Mortgagee, by and through the undersigned, its duly authorized agent and auctioneer for the Mortgagee as the person conducting the sale, and the undersigned as agent and auctioneer and the person conducting the sale, does hereby **GRANT, BARGAIN, SELL** and **CONVEY** unto **Acceptance Loan Company, Inc.**, the highest bidder at said sale, the following described real estate situated in Shelby County, Alabama, to-wit:

Acceptance Loan Company, Inc.
Foreclosure Deed - Tina B. Graves
6920 Highway 70
September 26, 2007


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Commence at the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 34, Township 21 South, Range 2 West, Shelby County, Alabama and run North 00 degrees 27 minutes 59 seconds East for 135.50 feet to the North right of way of Al. Hwy. 70; thence leaving said right of way, run North 00 degrees 27 minutes 59 seconds East for 1026.23 feet to the point of beginning. From said point of beginning, continue North 00 degrees 27 minutes 50 seconds East for 164.71 feet; thence run North 88 degrees 05 minutes 18 seconds West for 315.42 feet; thence run South 00 degrees 39 minutes 15 seconds West for 173.58 feet; thence run South 89 degrees 41 minutes 59 seconds East for 315.89 feet to the point of beginning.

ALSO, a 30 foot ingress, egress and utility easement being described as follows: Commence at the Southeast corner of the NW 1/4 of the SE 1/4 of Section 34, Township 21 South, Range 2 West, Shelby County, Alabama and run North 00 degrees 27 minutes 59 seconds East for 135.50 feet to the North right of way of Al. Hwy. 70 and the point of beginning of a 30 foot ingress, egress and utility easement; from said point of beginning, run North 00 degrees 27 minutes 59 seconds East for 1026.23 feet. Said easement being 30 feet in width and left of the above described line. According to the Survey of Michael G. Moates, dated December 28, 2004.

Subject to any errors, discrepancies, overlaps, or encroachments from previous conveyances, mortgages, or encumbrances filed of record.

TO HAVE AND TO HOLD the above described property unto said highest bidder, its successors and assigns, forever, subject, however, to all easements and restrictions of record 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.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed by and through the undersigned, its duly authorized agent and auctioneer and the person conducting the sale, and the undersigned in his capacity as agent and auctioneer of **Acceptance Loan Company, Inc.**, and as the person conducting the sale, has executed this instrument on this the **26th** day of **September, 2007**.

Tina B. Graves

BY: 

Julia T. Whisenant

Attorney in fact for Tina B. Graves, Mortgagor

Acceptance Loan Company, Inc.

BY: 

Julia T. Whisenant

AUCTIONEER and ATTORNEY IN FACT

BY: 

Julia T. Whisenant

AUCTIONEER CONDUCTING SAID SALE

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Julia T. Whisenant**, who is named as Attorney in fact for Mortgagor, **Tina B. Graves**, and the Auctioneer and Attorney in fact for the Mortgagee and as the person conducting the 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, she, in his capacity as Attorney in fact and Auctioneer and the person conducting



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September 26, 2007

the sale, and with full authority, executed this instrument voluntarily on the day the same bears date.

Given under my hand and official seal this the **26th** day of **September, 2007**.



Notary Public

My Commission Expires: 11/3/10

SEND TAX NOTICE TO:

Acceptance Loan Company, Inc.
1629 Center Point Parkway
Birmingham, Alabama 35215