


THIS INSTRUMENT PREPARED BY:
JULIA T. WHISENANT, Attorney at Law
513 Richard Arrington Jr. Blvd. North, Suite 200
Birmingham, Alabama 35203


20090206000040620 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
02/06/2009 12:48:39PM FILED/CERT

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That, whereas, on **September 15, 2006**, **Tommy Woolsteen**, 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 **September 28, 2006**, as **Referenced at 2006092800, Page Number 0480840**, 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 **January 14, January 21, and January 28, 2008**; and

WHEREAS, on the **6th day of February, 2009**, 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 **EIGHTEEN THOUSAND DOLLARS AND 00/100 (\$18,000.00) 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 **EIGHTEEN THOUSAND DOLLARS AND 00/100 (\$18,000.00) 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 – Tommy Woolsteen
1640 Highway 93, Helena, Alabama 35080
February 6, 2009


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PARCEL I: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 25 MINUTES 57 SECONDS EAST ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 265.60 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 25 MINUTES 57 SECONDS EAST A DISTANCE OF 168.66 FEET; THENCE NORTH 42 DEGREES 09 MINUTES 32 SECONDS WEST A DISTANCE OF 201.72 FEET; THENCE SOUTH 47 DEGREES 50 MINUTES 28 SECONDS WEST A DISTANCE OF 102.63 FEET; THENCE NORTH 45 DEGREES 38 MINUTES 22 SECONDS WEST A DISTANCE OF 98.29 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF SHELBY COUNTY HIGHWAY #93; THENCE SOUTH 45 DEGREES 55 MINUTES 46 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 20.01 FEET; THENCE SOUTH 45 DEGREES 38 MINUTES 22 SECONDS EAST A DISTANCE OF 178.73 FEET TO THE POINT OF BEGINNING.


PARCEL II: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 25 MINUTES 57 SECONDS EAST ALONG THE SOUTH LINE SAID QUARTER-QUARTER SECTION A DISTANCE OF 23.81 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF SHELBY COUNTY HIGHWAY #93; THENCE NORTH 45 DEGREES 55 MINUTES 46 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 178.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45 DEGREES 55 MINUTES 46 SECONDS EAST A DISTANCE OF 108.66 FEET; THENCE SOUTH 42 DEGREES 09 MINUTES 32 SECONDS EAST A DISTANCE OF 101.74 FEET; THENCE SOUTH 47 DEGREES 50 MINUTES 28 SECONDS WEST A DISTANCE OF 102.63 FEET; THENCE; NORTH 45 DEGREES 38 MINUTES 22 SECONDS WEST A DISTANCE OF 98.29 FEET TO THE POINT OF BEGINNING.

PROPERTY IS ALSO KNOWN AS: 1640 Highway 93, Helena, Alabama, 35080, Shelby County.

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 her capacity as agent and auctioneer of **Acceptance Loan Company, Inc.**, and as the person conducting the sale, has executed this instrument on this the 6th day of February, 2009.

Tommy L. Woolsteen

BY: 
Julia T. Whisenant
Attorney in Fact for Tommy L. Woolsteen, 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)
COUNTY OF JEFFERSON)

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, **Tommy Woolsteen** 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 her capacity as Attorney in Fact and Auctioneer and the person conducting 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 6th day of February, 2009.

Notary Public 
My Commission Expires: 2-24-10

SEND TAX NOTICE TO:
Acceptance Loan Company, Inc.
2834-H Pelham, Parkway
Pelham, Alabama 35124