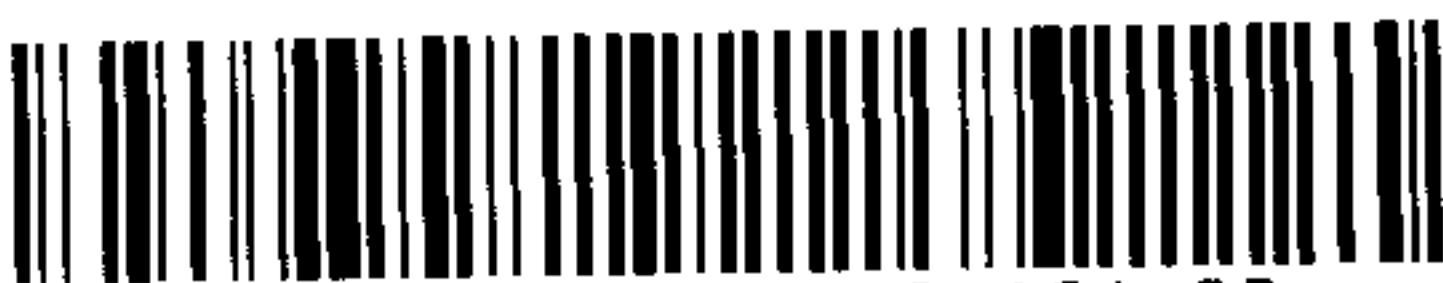


## FORECLOSURE DEED

STATE OF ALABAMA     )  
                                      )  
SHELBY COUNTY         )

  
20090227000070940 1/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
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### KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS**, on to-wit: March 20, 2007, Sam Simpson and wife, Precious Simpson, ("Mortgagor"), executed a certain mortgage ("Mortgage") to Capstone Mortgage, Inc. said Mortgage being recorded March 13, 2007, in Instrument # 2007/11239 in the Office of the Judge of Probate of Shelby County, Alabama; said mortgage being transferred and assigned to New South Federal Savings Bank, said assignment being recorded in Instrument # 2007/11240 in the Office of the Judge of Probate of Shelby County, Alabama;

**WHEREAS**, default was made in the payment of the indebtedness secured by said Mortgage, and New South Federal Savings Bank, as Assignee of Capstone Mortgage, Inc., as holder, did declare all of the indebtedness secured by the said Mortgage, due and payable, and said Mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said Mortgage in accordance with the terms thereof, by U.S. Mail and by publication in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, in its issues of January 28, 2009; February 4, 2009 and February 11, 2009;

**WHEREAS**, on February 27, 2009, the day on which the foreclosure sale was due to be held under the terms of said notice between the legal hours of sale, said foreclosure sale was duly and properly conducted, and New South Federal Savings Bank, as assignee and holder, did offer for sale and sell at public outcry, in front of the Courthouse door, Shelby County, Alabama, the property hereinafter described; and

**WHEREAS**, the highest and best bid obtained for the property described in the Mortgage was the bid of New South Federal Savings Bank, in the amount of Two Hundred Thousand and 00/100 (\$200,000.00) Dollars, which sum was offered to be credited on the indebtedness secured by the Mortgage, and said property was thereupon sold to New South Federal Savings Bank as purchaser; and

**WHEREAS**, Joy J. Minner conducted said sale on behalf of New South Federal Savings Bank, as holder; and

**WHEREAS**, the terms of the Mortgage expressly authorized the person conducting said sale to execute to the purchaser at said sale a deed to the property so purchases;

**NOW THEREFORE**, in consideration of the premises and the payment of Two Hundred Thousand and 00/100 (\$200,000.00) Dollars, Sam Simpson and wife, Precious Simpson, Mortgagors, by and through New South Federal Savings Bank, as Assignee of Capstone Mortgage,

Inc. as holder, do grant, bargain, sell and convey unto New South Federal Savings Bank, the following described real property situated in Shelby County, Alabama to wit:

A parcel of land situated in the NE of the SW of Section 36, Township 18 S, Range 1 E, being more particularly described as follows: Commence at the NW corner of the NE of the SW of Section 36, Township 18 S, Range 1 E; thence run E along the N line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  for 334.31 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for 248.69 feet; thence turn an angle right of 84 degrees 17 minutes 61 seconds and run SE for 815.32 feet; thence turn an angle to the right of 14 degrees 22 minutes 08 seconds and run SW for 476.16 feet; thence turn an angle to the right of 89 degrees 38 minutes 22 seconds and run west for 98.15 feet; thence turn an angle to the right of 89 degrees 14 minutes 35 seconds and run N for 273.05 feet; thence run an angle to the left of 89 degrees 14 minutes 35 seconds and run west for 150.0 feet; thence run an angle to the right of 89 degrees 14 minutes 35 seconds and run north for 1010.62 feet to the point of beginning.

**TO HAVE AND TO HOLD**, the above described property unto New South Federal Savings Bank, their heirs and legal representatives; subject however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

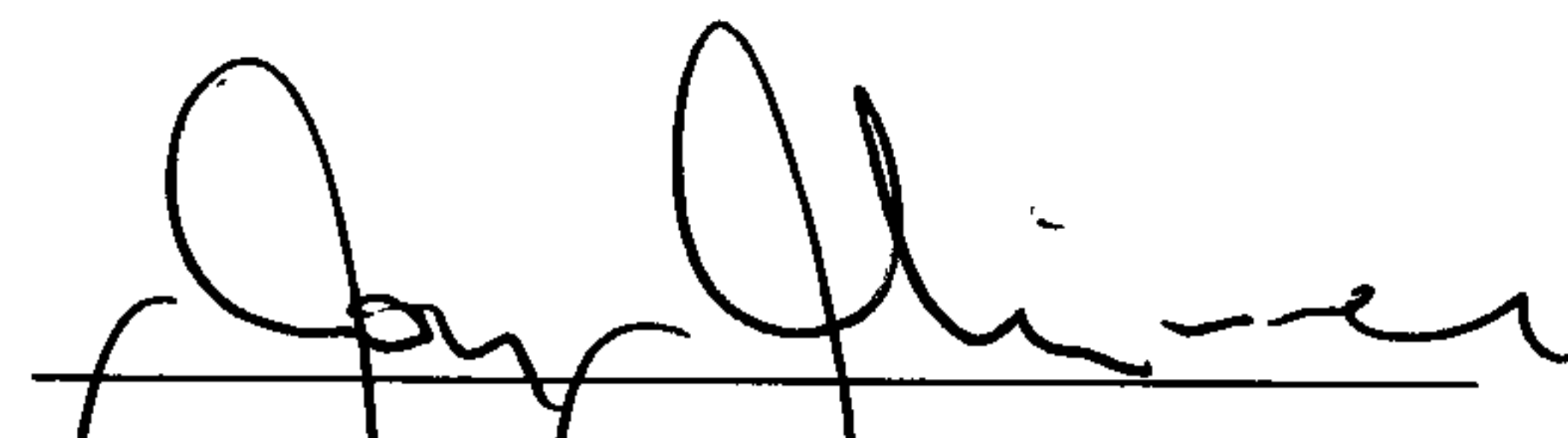
**IN WITNESS WHEREOF**, New South Federal Savings Bank, as Assignee of Capstone Mortgage, Inc. as holder, has caused this instrument to be executed by and through Joy J. Minner as auctioneer conducting said sale for said Mortgagee, and said Joy J. Minner has hereto set his hand and seal on this the 27th day of February, 2009.

**BY:** Sam Simpson and wife, Precious Simpson

**BY:** New South Federal Savings Bank

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**BY:**

  
Joy J. Minner  
as Attorney in Fact and as Auctioneer



STATE OF ALABAMA     )  
                                      )  
JEFFERSON COUNTY     )


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joy J Minner whose name as auctioneer and attorney in-fact for the Mortgagee, 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 this conveyance, he in his capacity as such auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of February, 2009.

[Notary Seal}

*Pamela C. McLinn*  
Notary Public  
My Commission Expires: 8/13/2009

This instrument prepared by:  
Paul J. Spina, III  
YEAROUT, SPINA & LAVELLE, P.C.  
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(205) 298-1800  
Attorneys for Mortgagee  
Loan # 0022770168

  
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