

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS FORECLOSURE DEED made this 10th day of February, 2009, between DONALD M. KENT and CHERYL KENT, husband and wife, Parties of the First Part, and FEDERAL NATIONAL MORTGAGE ASSOCIATION, Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the said DONALD M. KENT and CHERYL KENT, husband and wife, heretofore executed to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") Solely as nominee for Lender and Lender's successors and assigns, herein called the Mortgagee, a certain mortgage dated April 30, 2007, and recorded in Instrument #20070508000215330, 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

WHEREAS, the Party of the Second Part is the assignee of ALLSOURCE MORTGAGE, INC., the original Lender whose indebtedness was secured by said mortgage and the Party of the Second Part was the holder of the Promissory Note secured by said mortgage 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 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") Solely as Nominee for 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 14th day of January, 2009, and the 21st day of January, 2009, and the 28th day of January, 2009, and the 4th day of February, 2009, 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 bidder for cash, within the legal hours of sale on the 10th day of February, 2009; and

WHEREAS, the said sale was held at the time and place stated in said notice which was published in the said issues of The Shelby County Report, and Party of the Second Part became the purchaser of the hereinafter described property at and for the sum of \$284,134.09 cash, which was the highest, best, and last bid therefor; and

WHEREAS, the undersigned, JAMES J. ODOM, JR., conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by the Party of the Second Part;

NOW THEREFORE, IN consideration of the premises the Parties of the First Part and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") Solely as Nominee for Party of the Second Part, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto the said FEDERAL NATIONAL MORTGAGE ASSOCIATION the following described real property situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the SW Quarter of SW Quarter at Section 5, Township 20 South, Range 1 West, Shelby County, Alabama. Being more particularly described as follows:

Commence at the SW corner of the SW Quarter of SW Quarter of said Section 5; thence along the west line of said Quarter Quarter section, North 0 degrees 0 minutes 23 seconds West a distance of 420.00 feet thence leaving said West Quarter Quarter section line North 89 degrees 03 minutes 15 seconds East a distance of 672.23 feet to the point of beginning; thence continue along last described course a distance of 222.60 feet thence South 0 degrees 27 minutes 42 seconds West a distance of 272.11 feet to a point lying on the northerly right-of-way line of Shelby County Highway No. 36 (80 foot right-of-way), said point also lying on a curve to the right having a radius of 2161.63 feet a central angle of 5 degrees 32 minutes 41 seconds and subtended by a chord which bears South 44 degrees 31 minutes 21 seconds West, a chord distance of 209.11 feet thence along the arc of said curve and along said right-of-way line a distance of 209.19 feet; thence leaving said right-of-way line North 41 degrees 52 minutes 43 seconds West a distance of 342.17 feet; thence North 43 degrees 32 minutes 25 seconds East a distance of 224.52 feet to the point of beginning.

TO HAVE AND TO HOLD unto the said FEDERAL NATIONAL MORTGAGE ASSOCIATION, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said FEDERAL NATIONAL MORTGAGE ASSOCIATION under and by virtue of the power and authority contained in the aforesaid mortgage. Subject, however, to the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, also subject to prior liens, ad valorem taxes, easements and restrictions of record.

IN WITNESS WHEREOF, the said DONALD M. KENT and CHERYL KENT, husband and wife, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") Solely as Nominee for Party of the Second Part, have hereunto set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the day and year first above written.

BY: _____

As Attorney-in-Fact and Auctioneer

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that JAMES J. ODOM, JR., whose name as attorney-in-fact and auctioneer for DONALD M. KENT and CHERYL KENT, husband and wife, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") Solely as Nominee for Party of the Second Part, 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, he, as such attorney-in-fact and auctioneer, executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of February, 2009.

Anne P. Marshall
Notary Public
My Commission Expires: 3/10/2011

THIS INSTRUMENT PREPARED BY:
ROBERT J. WERMUTH
STEPHENS, MILLIRONS, HARRISON & GAMMONS, P.C.
P.O. BOX 307
HUNTSVILLE, AL 35804

Grantees Address:
P. O. Box 650043
Dallas, TX 75265-0043