

STATE OF ALABAMA)

COUNTY OF SHELBY)

FORECLOSURE DEED

THIS FORECLOSURE DEED made this 11<sup>th</sup> day of August, 2009, between DENNIS HYATT WRIGHT, JR., a married man, Party of the First Part, and NEW SOUTH FEDERAL SAVINGS BANK Party of the Second Part;

WITNESSETH:

WHEREAS, the said DENNIS HYATT WRIGHT, JR., a married man heretofore executed to CAPSTONE MORTGAGE, INC. herein called the Mortgagee, a certain mortgage dated May 5, 2005 and recorded in Instrument Number 20050516000235340 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 Mortgagee has granted, bargained, sold, conveyed and assigned the said mortgage and the indebtedness thereby secured and the property therein described to the Party of the Second Part, by assignment dated May 6, 2006, and recorded in Instrument Number 20050516000235350 Probate Records of Shelby County, Alabama, 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 15<sup>th</sup> day of July, 2009, and the 22<sup>nd</sup> day of July 2009, and the 29<sup>th</sup> day of July 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 11<sup>th</sup> day of August 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 Reporter and Party of the Second Part became the purchaser of the hereinafter described property at and for the sum of \$173,968.42 cash, which was the highest, best, and last bid therefore; 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;

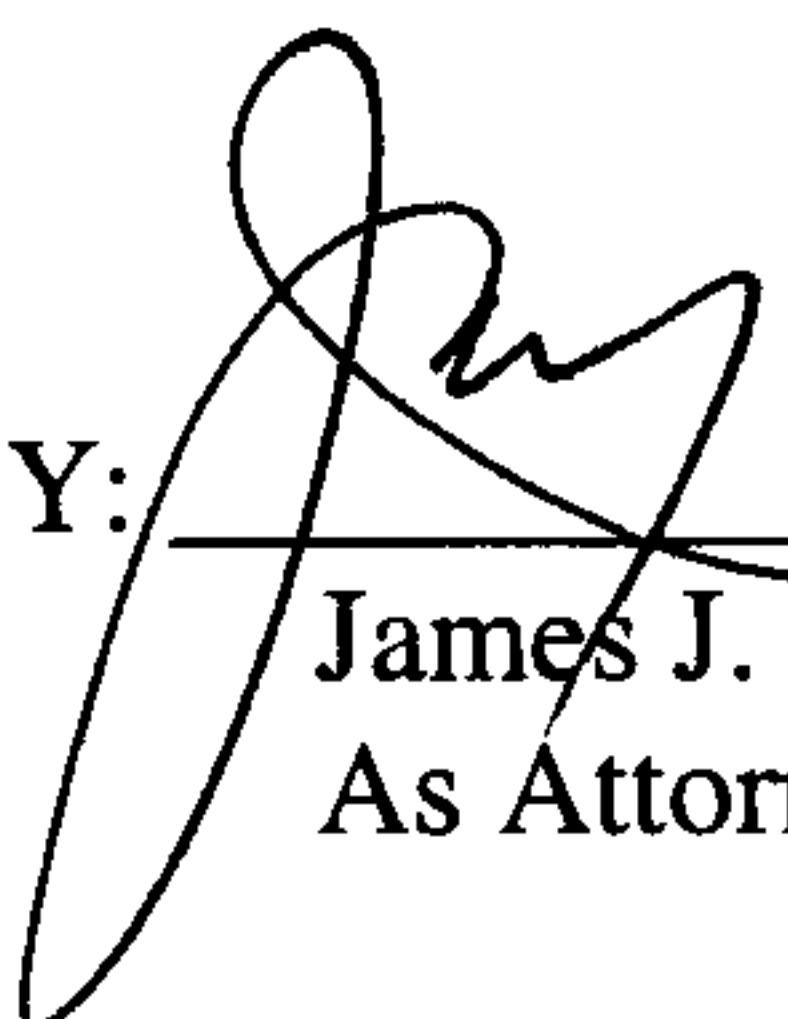
NOW THEREFORE, IN consideration of the premises the Party of the First Part and the Party of the Second Part, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto the NEW SOUTH FEDERAL SAVINGS BANK the following described real property situated in Shelby County, Alabama, to-wit:

Lot No. 12, according to Waxa Subdivision, a plat of said subdivision being recorded in Map Book 5, Page 5 in the Probate Office of Shelby County, Alabama. There is excepted from this conveyance and reserved all that part of the above described lot lying below that certain Datum Plane of 397 feet above Mean Seal Level as established by the United State Coast and Geodetic Survey as adjusted in January 1955.


TO HAVE AND TO HOLD unto the said NEW SOUTH FEDERAL SAVINGS BANK its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said NEW SOUTH FEDERAL SAVINGS BANK, 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 DENNIS HYATT WRIGHT, JR., a married man and NEW SOUTH FEDERAL SAVINGS BANK 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.

DENNIS HYATT WRIGHT, JR., a married man  
and NEW SOUTH FEDERAL SAVINGS BANK

BY:   
James J. Odom, Jr.  
As Attorney-in-Fact and Auctioneer

STATE OF ALABAMA

  
20090821000322460 2/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
08/21/2009 12:13:09 PM FILED/CERT



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 DENNIS HYATT WRIGHT, JR., a married man, and NEW SOUTH FEDERAL SAVINGS BANK 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 11<sup>th</sup> day of August, 2009.

*Ann P. Marshall*  
Notary Public  
My Commission Expires: 3/12/2011

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

**Grantee's Address:**  
**New South Federal Savings Bank**  
**c/o Cenlar, FSB**  
**425 Phillips Blvd.**  
**Ewing, NJ 08628**

  
20090821000322460 3/3 \$19.00  
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