

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS FORECLOSURE DEED made this 4th day of August, 2009, between ROGER A. MCCULLERS, unmarried, Party of the First Part, and HOMESALES, INC., Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the said ROGER A. MCCULLERS, unmarried, heretofore executed to CHASE MANHATTAN MORTGAGE CORPORATION, herein called the Mortgagee, a certain mortgage dated November 19, 2004, and recorded in Instrument #20041130000653800, 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 CHASE HOME FINANCE LLC SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION 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

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 CHASE HOME FINANCE LLC SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION thereafter gave notice by publication in The Shelby County Reporter, a newspaper of general circulation and published in Shelby County, Alabama, on the 6th day of May, 2009, and the 13th day of May, 2009, and the 20th day of May, 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 2nd day of June, 2009; and

WHEREAS, such sale was postponed by announcements at the courthouse door and by

notices published in The Shelby County Reporter; the last postponement having been until the 4th day of August, 2009; and

WHEREAS, the said sale was held at the time and place stated in said final notice which was published in The Shelby County Reporter, and Party of the Second Part became the purchaser of the hereinafter described property at and for the sum of \$310,250.00 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 CHASE HOME FINANCE LLC SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION;

NOW THEREFORE, IN consideration of the premises the Parties of the First Part and CHASE HOME FINANCE LLC SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION, 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 HOMESALES, INC., the following described real property situated in Shelby County, Alabama, to-wit:

Situated in Shelby County, Alabama, to wit:

Lot 20-A, According to a final record plat of a resurvey of Lots 19, 20 and 21, Oak Crest Sector Two, as recorded in Map Book 30, Page 69, in the Probate Office of Shelby County, Alabama. Source of title: Book 2002, Page 48322.


TO HAVE AND TO HOLD unto the said HOMESALES, INC., its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said HOMESALES, INC., 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 ROGER A. MCCULLERS, unmarried, and CHASE HOME FINANCE LLC SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION, 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.

Shelby County, AL 08/21/2009
State of Alabama
Deed Tax : \$310.50

BY: _____

As Attorney-in-Fact and Auctioneer


20090821000322470 2/3 \$327.50
Shelby Cnty Judge of Probate, AL
08/21/2009 12:13:10 PM FILED/CERT

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 ROGER A. MCCULLERS, unmarried, and CHASE HOME FINANCE LLC SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION, 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 4th day of August, 2009.

Anne P. Marshfield

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

Grantees Address:

3415 Vision Drive

Columbus, OH 43219



20090821000322470 3/3 \$327.50
Shelby Cnty Judge of Probate, AL
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