

STATE OF ALABAMA)

COUNTY OF SHELBY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on, to-wit: the 13th day of January, 2003, BRIAN BARTON, a married man and wife, GINGER BARTON, executed a mortgage to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") Solely as nominee for Lender and Lender's successors and assigns, herein called the Mortgagee, which said mortgage recorded in Instrument #20030122000041700, in the Office of the Judge of Probate, Shelby County, Alabama, which conveyed the property hereinafter described to secure the indebtedness evidenced by a note, payable in installments, therein described; which mortgage and the indebtedness secured thereby was subsequently assigned to FEDERAL HOME LOAN MORTGAGE CORPORATION, by assignment dated 18th day of August, 2009, and recorded in Document # 20090828000333520, of said Probate Court records; 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 said Mortgagee thereafter gave notice by publication in The Shelby County Reporter, a newspaper of general circulation and published in Shelby County, Alabama, on the 15th day of April, 2009, and the 22nd day of April, 2009, and the 29th day of April, 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 12th day of May, 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 18th 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 **FEDERAL HOME LOAN MORTGAGE CORPORATION** became the purchaser of the hereinafter described property at and for the sum of **\$68,078.72** 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 FEDERAL HOME LOAN MORTGAGE CORPORATION;

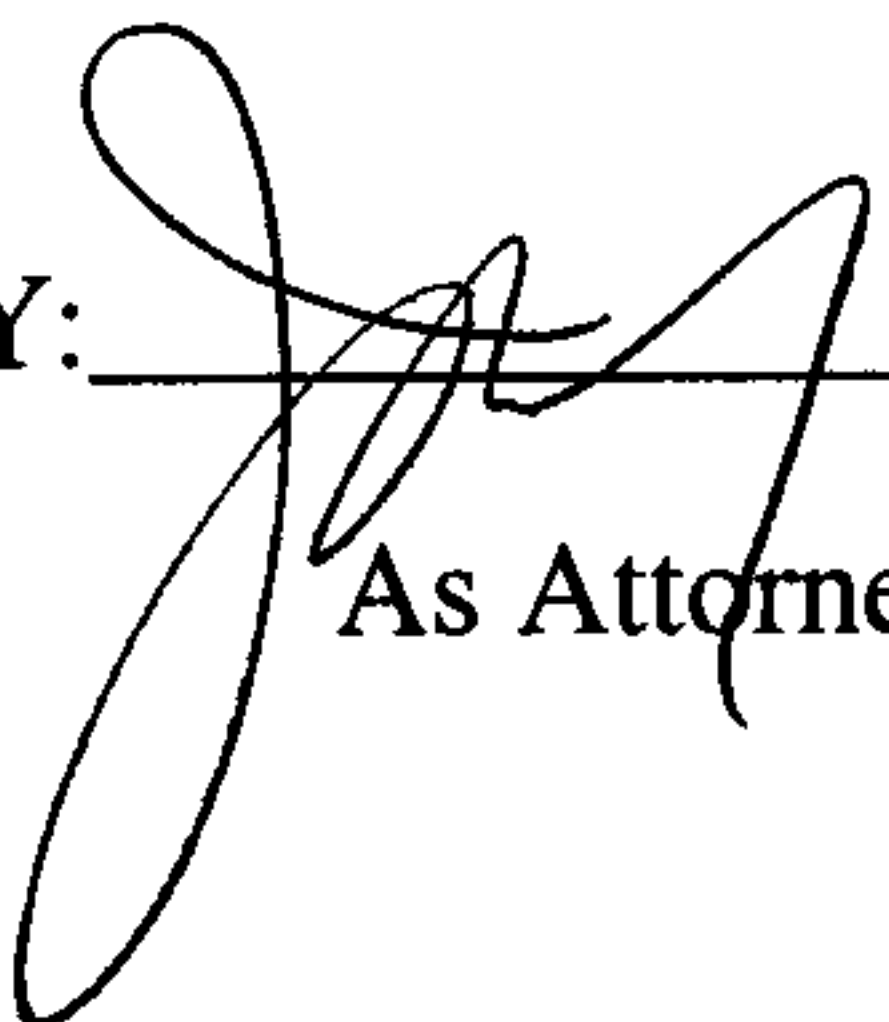
NOW THEREFORE, IN consideration of the premises BRIAN BARTON, a married man and wife, GINGER BARTON, and FEDERAL HOME LOAN MORTGAGE CORPORATION, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto the said **FEDERAL HOME LOAN MORTGAGE CORPORATION** the following described real property situated in Shelby County, Alabama, to-wit:

Commence at the Northwest corner of Section 2, Township 24 North, Range 14 East, Shelby County, Alabama, and run thence Southerly along the West line of said Section 2 a distance of 881.03 feet to a steel pin corner and the point of beginning of the property being described; thence continue along last described course a distance of 190.00 feet to a steel pin corner; thence

turn 89 degrees 13 minutes 38 seconds to the left and run Easterly a distance of 332.45 feet to a steel pin corner on the Westerly margin of Shelby County Highway No. 86 in a curve to the right; thence turn 72 degrees 42 minutes 09 seconds to the left to chord and run North-Northeasterly along the chord of said highway curve a chord distance of 202.79 feet to a steel pin; thence turn 107 degrees 49 minutes 28 seconds left from chord and run Westerly a distance of 395.32 feet to the point of beginning.

TO HAVE AND TO HOLD unto the said **FEDERAL HOME LOAN MORTGAGE CORPORATION**, 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 HOME LOAN MORTGAGE CORPORATION** 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 BRIAN BARTON, a married man and wife, GINGER BARTON, and FEDERAL HOME LOAN 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.

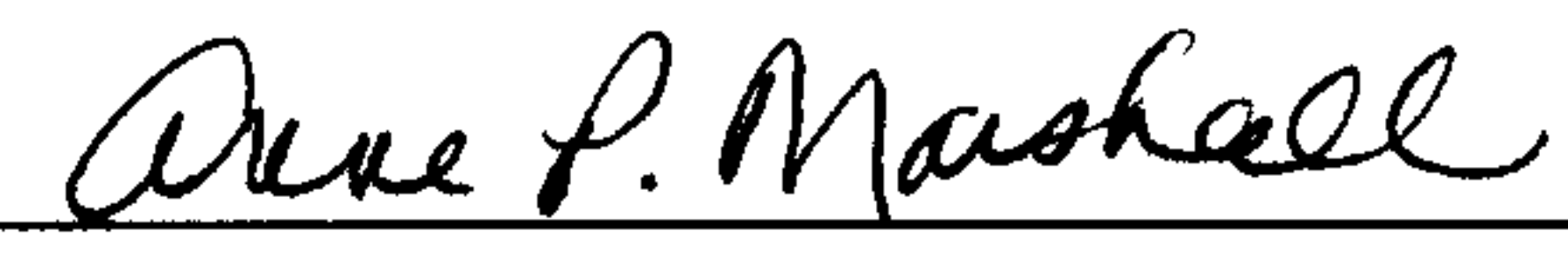
BY:  _____
As Attorney-in-Fact and Auctioneer

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 BRIAN BARTON, a married man and wife, GINGER BARTON, and FEDERAL HOME LOAN 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 18th day of August, 2009.



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:
8250 Jones Branch Drive
MS A62
McLean, VA 22102