


STATE OF ALABAMA)

COUNTY OF SHELBY)


20091022000398550 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
10/22/2009 02:29:01 PM FILED/CERT

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on, to-wit: the 10th day of February, 2000, OSCAR PEEPLES and MARCELLA PEEPLES, husband and wife, executed a mortgage to AMERIQUEST MORTGAGE COMPANY, herein called the Mortgagee, which said mortgage was recorded on February 23, 2000, in Instrument No. 2000-05626, 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 CITIFINANCIAL MORTGAGE COMPANY, INC., by assignment dated May 9, 2006, and recorded on May 17, 2006, in Instrument No. 20060517000232680, 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 9th day of September, 2009, and the 16th day of September, 2009, and the 23rd day of September, 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 13th day of October, 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 **CITIMORTGAGE, INC., SUCCESSOR BY REASON OF MERGER WITH CITIFINANCIAL MORTGAGE COMPANY, INC.**, became the purchaser of the hereinafter described property at and for the sum of \$8,821.00 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 CITIMORTGAGE, INC., SUCCESSOR BY REASON OF MERGER WITH CITIFINANCIAL MORTGAGE COMPANY, INC.;

NOW THEREFORE, IN consideration of the premises OSCAR PEEPLES and MARCELLA PEEPLES, husband and wife, and CITIMORTGAGE, INC., SUCCESSOR BY REASON OF MERGER WITH CITIFINANCIAL MORTGAGE COMPANY, INC., 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 **CITIMORTGAGE, INC., SUCCESSOR BY REASON OF MERGER WITH CITIFINANCIAL MORTGAGE COMPANY, INC.**, the following described real property situated in Shelby County, Alabama, to-wit:

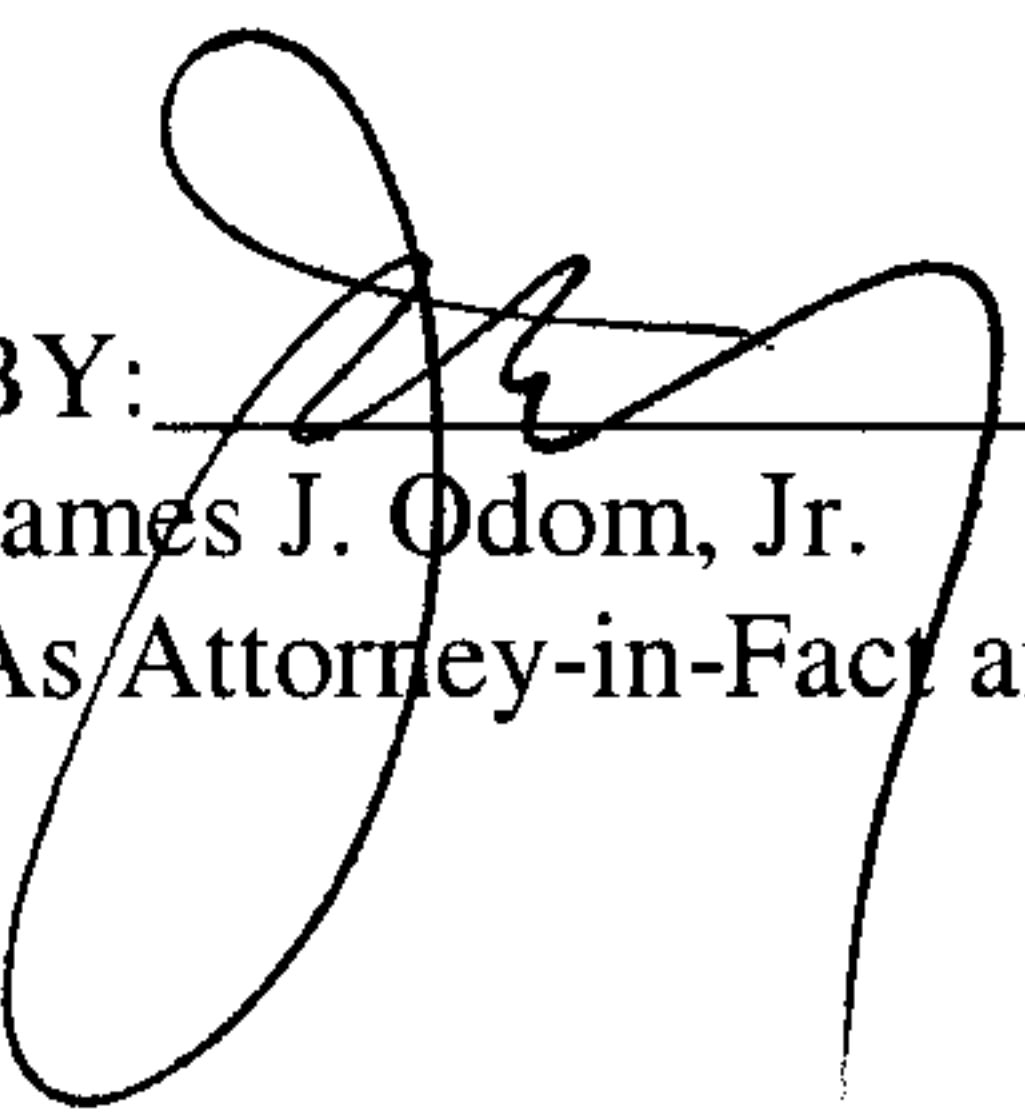
Commence at the Northwest corner of Section 20, Township 22 South, Range 3 West, thence run East 1665.02 feet along North line said Section 20; thence turn right 90 degrees and run Southerly 1688.85 feet; thence turn left 32 degrees 21 minutes 30 seconds and run Southeast 120.29 feet to point of beginning, being on the Northeast right of way of County Highway No. 17. Thence run Easterly 175 feet; thence run Southerly 92 degrees parallel to Lot 6, Block 2, Aldmont Map Book 3, Page 3; thence turn right and run Westerly 102 feet to the Northeast right of way of County Highway No. 17; thence turn right and run Northwesterly along said Northeast right of way of County Highway No. 17, 128 feet to the point of beginning.

Situated in the West half of the Southeast Quarter of the Northwest Quarter Section 20, Township 22 South, Range 3 West.

TO HAVE AND TO HOLD unto the said CITIMORTGAGE, INC., SUCCESSOR BY REASON OF MERGER WITH CITIFINANCIAL MORTGAGE COMPANY, 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 CITIMORTGAGE, INC., SUCCESSOR BY REASON OF MERGER WITH CITIFINANCIAL MORTGAGE COMPANY, 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 OSCAR PEEPLES and MARCELLA PEEPLES, husband and wife, and CITIMORTGAGE, INC., SUCCESSOR BY REASON OF MERGER WITH CITIFINANCIAL MORTGAGE COMPANY, INC., 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.

OSCAR PEEPLES and MARCELLA PEEPLES,
husband and wife, and CITIMORTGAGE, INC.,
SUCCESSOR BY REASON OF MERGER WITH
CITIFINANCIAL MORTGAGE COMPANY, INC.


BY: 
James J. Odom, Jr.
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 OSCAR PEEPLES and MARCELLA PEEPLES, husband and wife, and CITIMORTGAGE, INC., SUCCESSOR BY REASON OF MERGER WITH CITIFINANCIAL MORTGAGE COMPANY, INC., 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 19th day of October, 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:
Citi
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