

**This instrument prepared without  
benefit of title examination or survey by:**

Mark C. Nelson  
Attorney at Law  
2216 14<sup>th</sup> Street  
Tuscaloosa, AL 35401  
Telephone (205) 349-3449

STATE OF ALABAMA           §  
   §   ss.  
SHELBY COUNTY           §

**FORECLOSURE DEED**

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, on March 8, 2005, Deborah R. Glaze, a single woman (the "Mortgagor") executed a certain Mortgage to Alabama Credit Union (the "Mortgagee"), which said Mortgage appears of record at Instrument No. 20050315000115560 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, the Mortgage provides that in the event Mortgagor failed to pay the indebtedness described in the Mortgage, or any portion thereof, the entire debt secured by the Mortgage will become due at once, and Mortgagee is authorized and empowered, under the terms of the Mortgage, to sell the property conveyed by the Mortgage at auction, for cash, at public outcry, between the legal hours of sale, at the courthouse door, in Shelby County, Alabama, by first giving notice thereof by publication once a week for three consecutive weeks in any newspaper published in that county, and to execute proper conveyance to the purchaser; and

WHEREAS, default was made by Mortgagor in the payment of the indebtedness secured thereby, the entire debt secured by the Mortgage became due and payable; and

WHEREAS, Mortgagee gave notice by publication once a week for three consecutive weeks in the *Shelby County Reporter*, a newspaper of general circulation published in Shelby County, Alabama, that Mortgagee would, on December 11, 2009, during the legal hours of sale, sell the property conveyed by the Mortgage at auction for cash at the courthouse door in Shelby County, Alabama, which notice appeared in the November 18, 2009, November 25, 2009, and December 2, 2009, editions of the *Shelby County Reporter*; and

WHEREAS, on December 11, 2009, during the legal hours of sale, Mortgagee, pursuant to the said notice, sold the property at auction for cash at the courthouse door in Shelby County, Alabama, and at the sale, Alabama Credit Union became the purchaser of the property for the sum of **\$125,504.18**, that amount being the highest bid therefor,

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and of the payment of the bid amount by the said Mortgagee, the receipt of which is hereby acknowledged, Mortgagee and Mortgagor, by and through Mark C. Nelson, the person acting as auctioneer and making the sale as duly authorized agent and attorney-in-fact for Mortgagee and Mortgagor, does hereby grant, bargain, sell, and convey unto **Alabama Credit Union** the real estate described in and conveyed by the said Mortgage, which is situated in Shelby County, Alabama, and is more particularly described as follows, to-wit:

Lot 9, according to the Survey of Tocoa Parc, Phase 1, as recorded in Map Book 23, Page 124 in the Probate Office of Shelby County, Alabama.

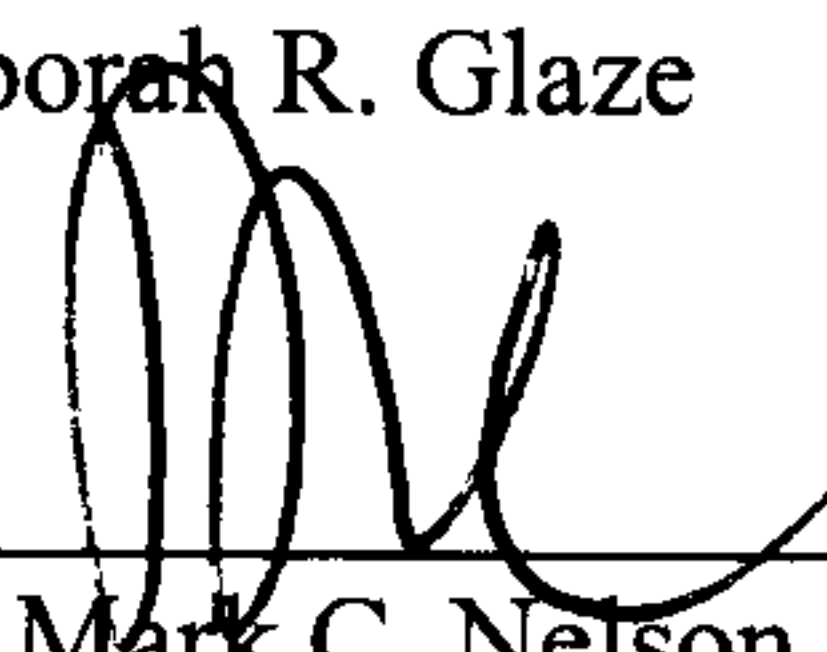
Together with the hereditaments and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises herein described. Subject to any ad valorem taxes due, rights of way, restrictions, easements, matters of survey, rights of redemption, and existing federal tax liens, if any, and/or special assessments, if any, which might adversely affect title to the subject property.

TO HAVE AND TO HOLD unto the said Alabama Credit Union, its successors and/or assigns forever.



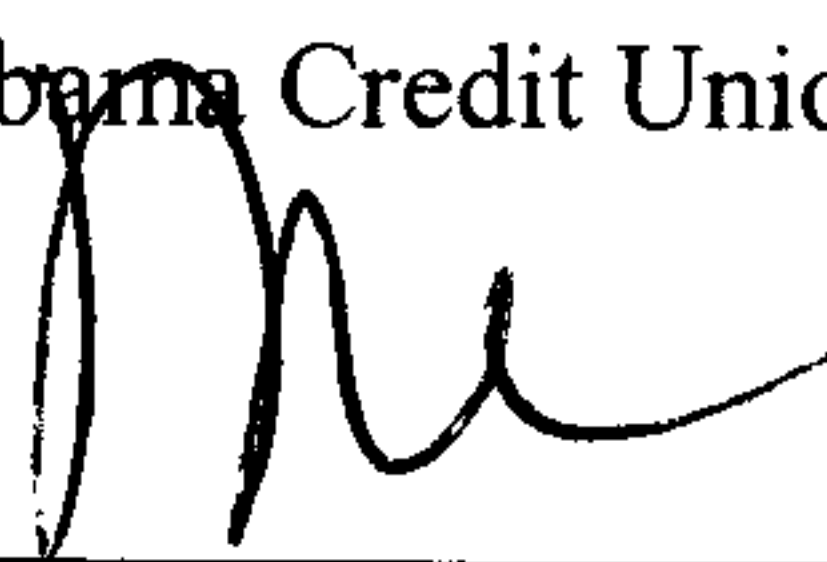
IN WITNESS WHEREOF, Mortgagee and Mortgagor, acting by and through Mark C. Nelson, the person acting as auctioneer and conducting the sale as their attorney-in-fact, and Mark C. Nelson, as such auctioneer and person making the sale, has hereunto set his hand and seal, this the 11<sup>th</sup> day of December, 2009.

Deborah R. Glaze

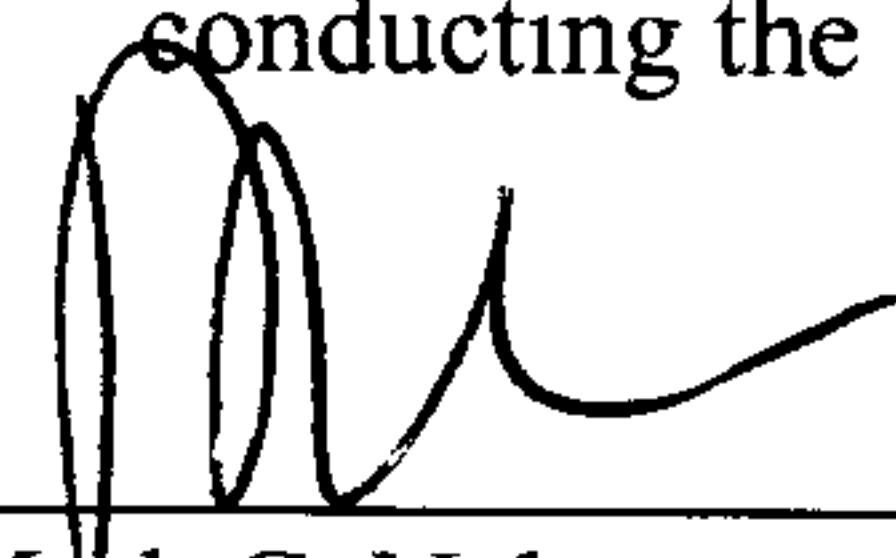
  
 By: \_\_\_\_\_

Mark C. Nelson  
 The person acting as Auctioneer and  
 conducting the sale as Attorney-in-Fact by  
 virtue of the terms of the Mortgage

Alabama Credit Union

  
 By: \_\_\_\_\_

Mark C. Nelson  
 The person acting as Auctioneer and  
 conducting the sale as Attorney-in-Fact

  
 \_\_\_\_\_

Mark C. Nelson  
 As the Auctioneer and person making sale

STATE OF ALABAMA

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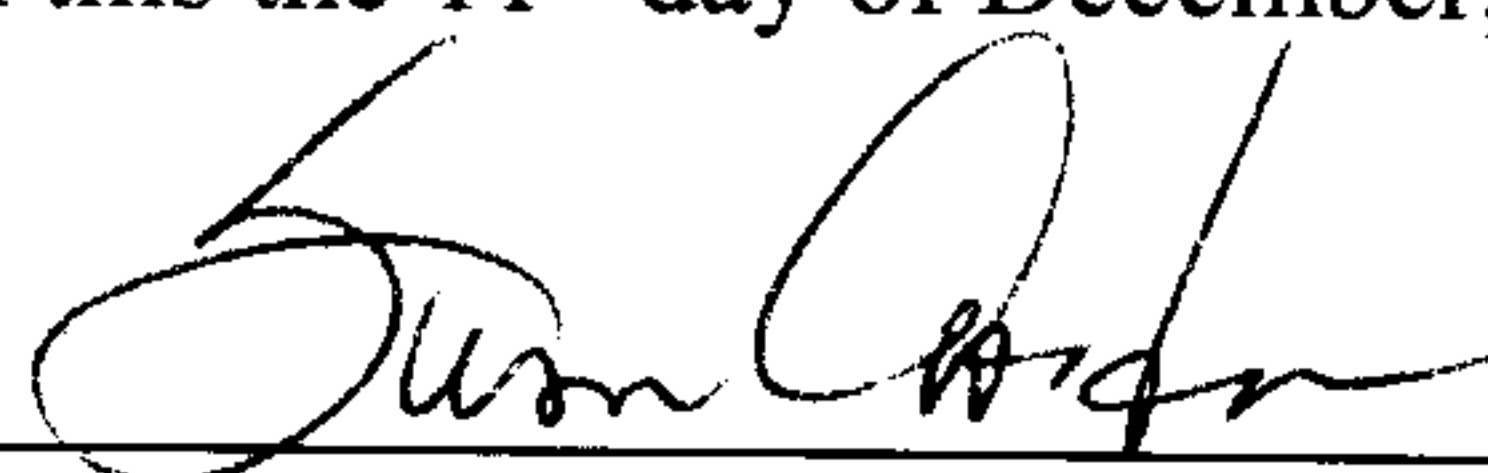
§ ss.

TUSCALOOSA COUNTY

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I, the undersigned authority, a notary public for the State of Alabama at large, hereby certify that Mark C. Nelson, whose name as attorney-in-fact for Deborah R. Glaze by virtue of the terms of the Mortgage; whose name as attorney-in-fact and agent for Alabama Credit Union; and whose name as auctioneer and person making the sale, 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, in his capacity as such attorney-in-fact and agent, and as such auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 11<sup>th</sup> day of December, 2009.

  
 \_\_\_\_\_

Notary Public in and for the  
 State of Alabama at Large  
 My Commission Expires:

2/1/10