


STATE OF ALABAMA)

COUNTY OF SHELBY)


20100917000305200 1/2 \$19.00
Shelby Cnty Judge of Probate, AL
09/17/2010 10:30:02 AM FILED/CERT

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on, to-wit: the 16th day of February, 2007, MICHAEL BULLARD, a single man, executed a mortgage to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") Solely as nominee for CASTLE MORTGAGE CORPORATION, herein called the Mortgagee, which said mortgage was recorded on February 21, 2007, in Instrument #20070221000078280, 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 August 19, 2010, and recorded in 20100917000305190, 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 2nd day of June, 2010, and the 9th day of June, 2010, and the 16th day of June, 2010, 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 July, 2010; and

WHEREAS, at the time and place stated in said notice the undersigned attorney-in-fact and auctioneer announced that such sale was postponed until the 31st day of August 2010, and thereafter notice was published in The Shelby County Reporter, on the 18th day of August, 2010.

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 **\$138,721.66** 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 **FEDERAL HOME LOAN MORTGAGE CORPORATION**;

NOW THEREFORE, IN consideration of the premises MICHAEL BULLARD, a single man 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:

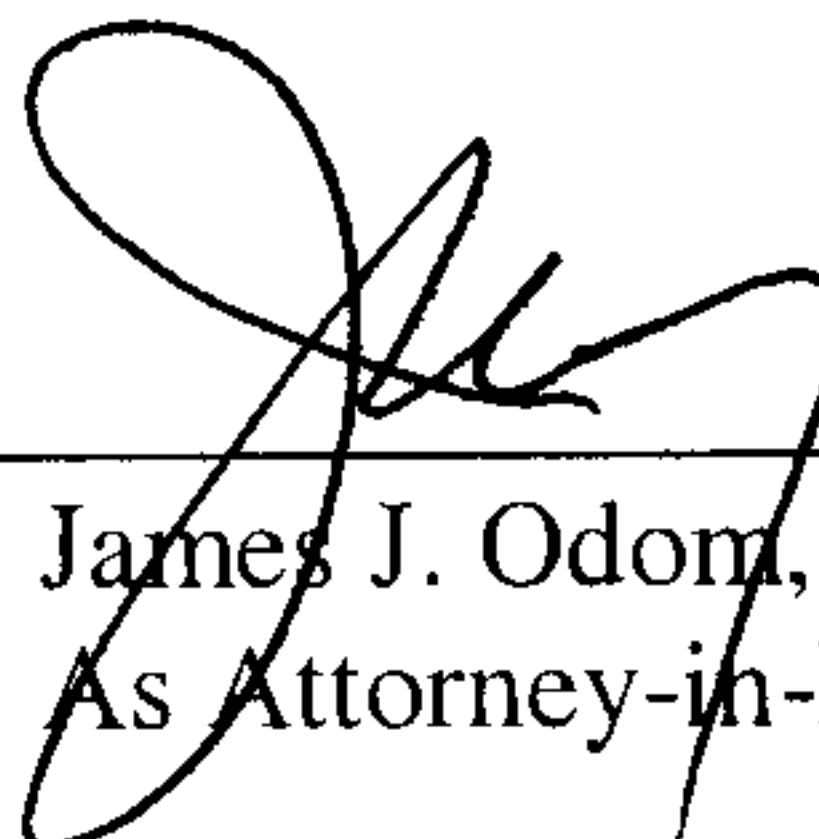
Begin at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama; thence run West along the South line of said section a distance of 621.15 feet; thence turn right 115 degrees 15 minutes 15 seconds and run Northeasterly a distance of 553.10 feet to point of beginning; continue along said line a distance of 200 feet; thence turn right 104 degrees 37 minutes 00 seconds and run Southeasterly a distance of 81.0 feet; thence turn right 9 degrees 32 minutes 12 seconds and continue Southeasterly a distance of 153.53 feet to a point of curve; said curve being to the right running Northeasterly, having a radius of 193.19 feet and an interior angle of 31 degrees 41 minutes 29 seconds; thence left 90 degrees 12 minutes 23 seconds to the tangent of said curve and run Northeasterly an arc distance of 106.86 feet to a point of reverse curve; said curve being to the left running Northwesterly having a radius of 20.0 feet and an interior angle of 113 degrees 24

minutes 00 seconds; thence run North and Northwesterly an arc distance of 39.58 feet; thence continue Northwesterly along the tangent of said curve a distance of 59.07 feet; thence turn right 79 degrees 38 minutes 10 seconds and run Northeasterly a distance of 17.79 feet; thence run right 100 degrees 21 minutes 00 seconds and run Southeasterly a distance of 110.44 feet; thence turn right and run Southwesterly a distance of 221.01 feet; thence turn right and run 335.27 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 MICHAEL BULLARD, a single man, 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.

MICHAEL BULLARD, a single man and FEDERAL HOME LOAN MORTGAGE CORPORATION


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 MICHAEL BULLARD, a single man, 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 31st day of August, 2010.


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