

VACATE AND SET ASIDE FORECLOSURE DEED

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Jay Fullerton and wife, Renee Fullerton, Obligors, executed a certain Mortgage Note to Jim Walter Homes, Inc. in the amount of \$298,980.00 dated , a copy of which said Mortgage Note is attached hereto, expressly made a part hereof, and designated "Exhibit "A"; and

WHEREAS, Jay Fullerton and wife, Renee Fullerton, Mortgagors, did heretofore execute a certain Mortgage to Jim Walter Homes, Inc for the purpose of securing said Mortgage Note, which said Mortgage was recorded on October 24, 2000 in Book 2000, Page 36957, in the Office of the Judge of Probate of Jefferson County, Alabama, a copy of which said mortgage is attached hereto, and made a part hereof, designated "Exhibit "B"; and

WHEREAS, the said mortgage was foreclosed under the power of sale contained in said Mortgage by Walter Mortgage Company, LLC and Bruce L. Bisson, as Trustee of Mid State Trust X, as assignees of Jim Walter Mortgage, Inc. on June 7, 2011, and the foreclosure deed recorded in Instrument# 20110607000167730, in said Probate Office. A copy of the mortgage foreclosure deed is attached hereto, and made a part hereof, and designated "Exhibit "C"; and

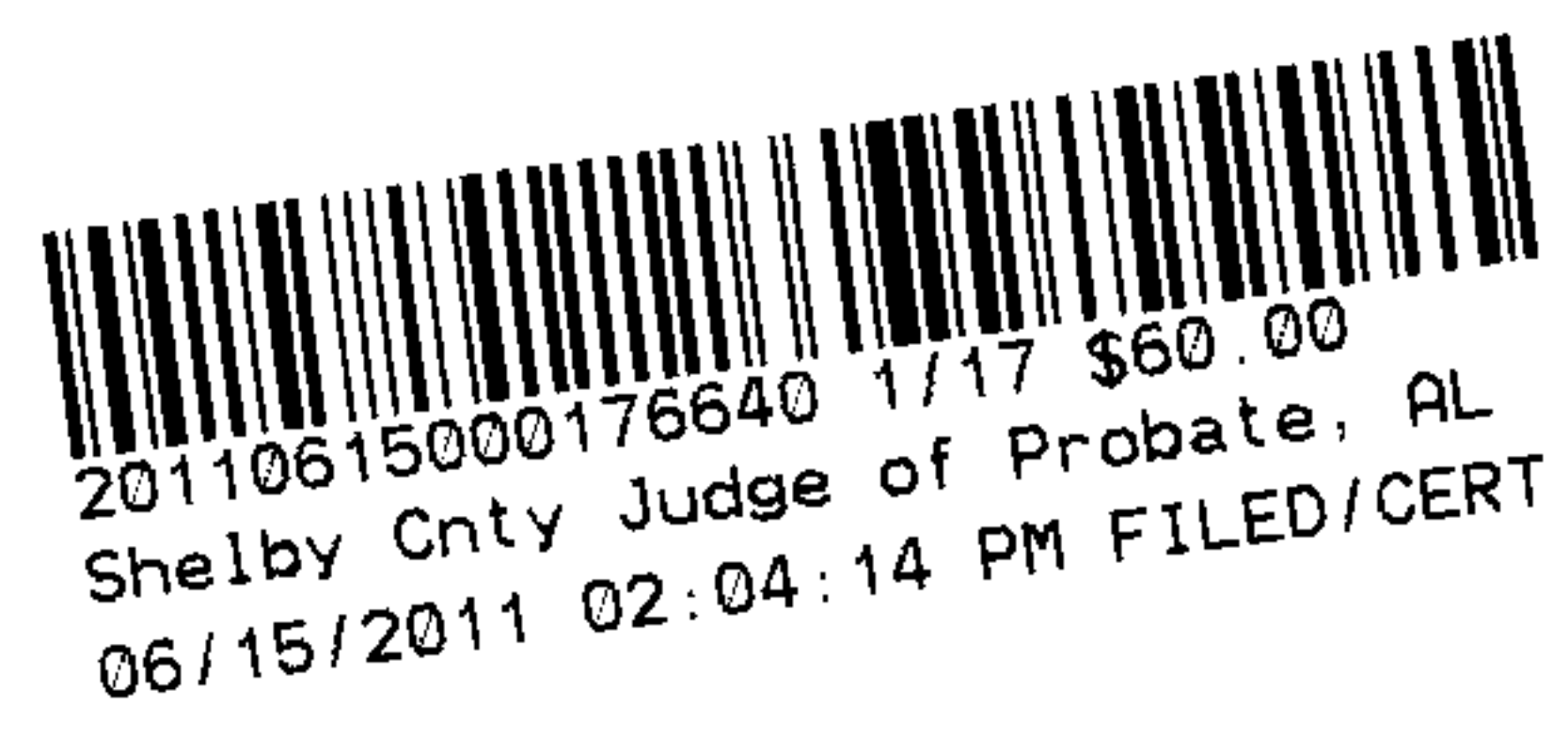
WHEREAS, the said Mortgagors Jay Fullerton and wife, Renee Fullerton, filed bankruptcy prior to execution of said Foreclosure Deed in Exhibit "C".

WHEREAS, Walter Mortgage Company, LLC and Bruce L Bissson, as Trustee of Mid State Trust X, as assignees and holders, and its agents, were not notified of said bankruptcy. Therefore, foreclosure sale was erroneously completed and the Foreclosure deed was executed and delivered on June 7, 2011 and recorded the same date.

NOW, THEREFORE, in consideration of these premises, Walter Mortgage Company, LLC and Bruce L Bissson, as Trustee of Mid State Trust X, as holders and assignees, agree to Vacate and Set Aside said Foreclosure Deed as follows:

1. The Foreclosure of that certain mortgage and the Mortgage Foreclosure Deed recorded in Instrument #20110607000167730, set forth in Exhibit "C", in said Probate Office, is hereby set aside, vacated, and held for naught, to the same extent as if said Foreclosure never occurred, and the said Mortgage Foreclosure Deed never executed and filed for recorded in said Probate Office.
2. That the Mortgage is reinstated and shall remain in full force and effect to the same extent as if the said Foreclosure never occurred and the said Mortgage Foreclosure Deed never executed and filed for record in said Probate Office. Jay Fullerton and wife, Renee Fullerton, as Mortgagors and Walter Mortgage Company, LLC and Bruce L Bissson, as Trustee of Mid State Trust X, as assignees and holders, hereto further agree and acknowledge that the said Mortgage Note set forth in Exhibit "A" hereto and Mortgage set forth in Exhibit "B" hereto are valid, binding, legal and enforceable instruments under the Laws of the State of Alabama, in accordance with the terms, provisions, stipulations and conditions.

+



Mortgagee:

Walter Mortgage Company, LLC and Bruce
L Bissson, as Trustee of Mid State Trust X

BY: 

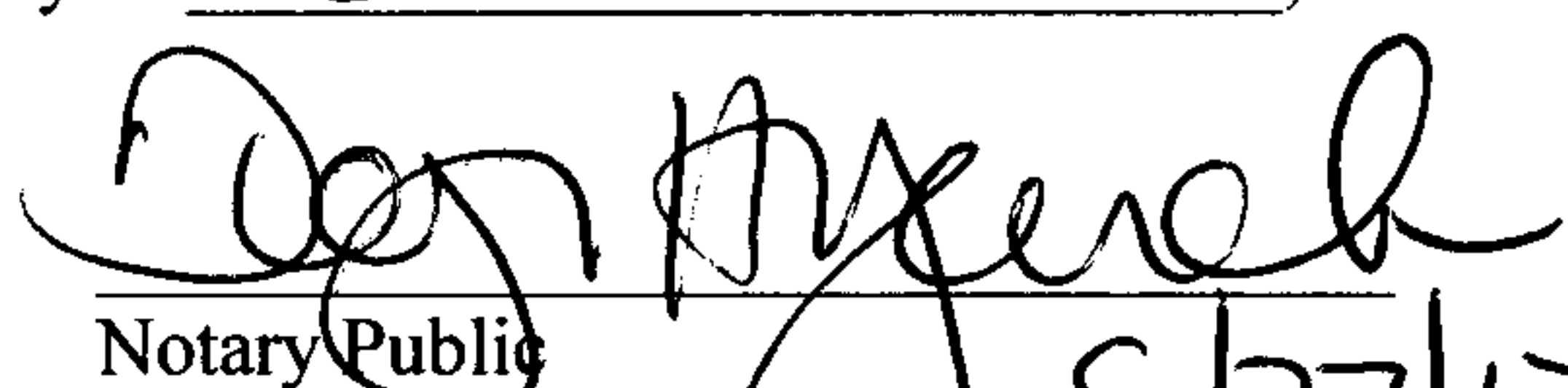
Paul K. Lavelle

Its: Attorney in Fact

STATE OF ALABAMA
SHELBY COUNTY


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul K. Lavelle as Attorney in Fact for Walter Mortgage Company, LLC and Bruce L Bissson, as Trustee of Mid State Trust X, a Corporation, name is signed to the foregoing instrument and who is known to me, acknowledged before me this day, that being informed of the contents of this instrument, they in their capacity as such officer executed the same voluntarily on day that bears the same date, with full authority for and as the Act of said Corporation.

Given under my hand and official seal this the 13 day of June, 2011.


Notary Public
My commission Expires: 5/22/13

This Instrument Prepared by:

Paul K. Lavelle
Yearout, Spina and Lavelle, PC
1500 Urban Center Drive, Ste 450
Birmingham, AL 35242
Attorneys for the Mortgagee
205-298-1800
17133095


20110615000176640 2/17 \$60.00
Shelby Cnty Judge of Probate, AL
06/15/2011 02:04:14 PM FILED/CERT

EXHIBIT

tabbies

A

NON-NEGOTIABLE PROMISSORY NOTE -- ALABAMA JIM WALTER HOMES, INC.

10/10/2000

\$ 298,980.00

1. For value received, I, we, or either of us promise to pay to Jim Walter Homes, Inc., at the office of said payee, P.O. Box 31601, Tampa, Florida 33631-3601, or at such other place as the holder may designate in writing, the sum of 298,980.00 Dollars (\$ 298,980.00) TWO HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED EIGHTY AND XX / 100 in 360 equal monthly installments of EIGHT HUNDRED THIRTY AND 50 / 100 (\$ 830.50) each, the first installment to become due and payable on the Payment Commencement Date as set forth in the Completion Notice to be mailed or delivered by Jim Walter Homes, Inc., to the undersigned upon "release" (as that term is defined in the Limited Warranty) of the house by Jim Walter Homes, Inc., and one installment to become due on the same day of each succeeding month until payment in full. If not sooner paid, the entire outstanding indebtedness shall be due and payable 360 months from the Payment Commencement Date.
2. For each installment not paid in full within fifteen (15) days of its scheduled due date the undersigned agrees to pay to the holder of this Note or its assigns, a late charge of five percent (5%) of the unpaid amount of the installment in default, or \$.50, whichever is greater, not to exceed \$100.
3. If any check tendered to holder or its assigns by maker hereunder is not paid upon presentation or is dishonored by the bank or depository institution upon which it is drawn, maker agrees to pay holder a bad check charge of \$20.00, or the actual charge made by the depository institution for the return of an unpaid or dishonored instrument, whichever is greater.
4. Presentment notice of non-payment, protest and notice of protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers and shall be binding upon them and their heirs and assigns.
5. The indebtedness evidenced by this Note is secured by a Mortgage of even date herewith on real estate in Outside City Limits MONTEVALLO, County of SHELBY, State of Alabama.
6. If any monthly installment under this Note is not paid when due and remains unpaid for a period of thirty days, or if the undersigned fails to perform or observe any covenant or obligation contained in the Mortgage securing this Note, the entire amount owing hereunder shall become immediately due and payable at the option of the holder of this Note, after first deducting therefrom all precomputed but unearned finance charges. Any failure of the holder of this Note to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. The amount outstanding hereunder may be prepaid in whole or in part. In the event of such acceleration or prepayment, the maker(s) of this Note shall receive a credit for the unearned finance charge computed pursuant to the "Actuarial Method".
7. If suit is brought to collect this Note, the holder hereof shall be entitled to collect reasonable costs and expenses of suit, including reasonable attorney's fees not exceeding 15% of the unpaid debt after default and referral to an attorney not a salaried employee of the Mortgagee.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

JAY FULLERTON

KENE FULLERTON

THIS NOTE IS NON-NEGOTIABLE

THIS PROMISSORY NOTE IS BEING EXECUTED TO CORRECT AN ERROR APPEARING IN THAT CERTAIN PROMISSORY NOTE ORIGINALLY EXECUTED BETWEEN THE PARTIES HERETO ON 09/15/2000.



20110615000176640 3/17 \$60.00
Shelby Cnty Judge of Probate, AL
06/15/2011 02:04:14 PM FILED/CERT

Pay to the Order of
Mid-State Homes, Inc.

Jim Walter Homes, Inc.

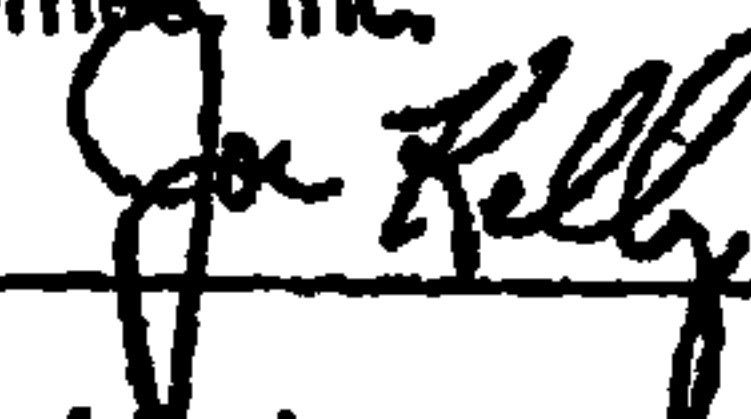
By 

Its Vice President

Pay to the Order of

William J. Wade, Trustee

Mid-State Homes, Inc.

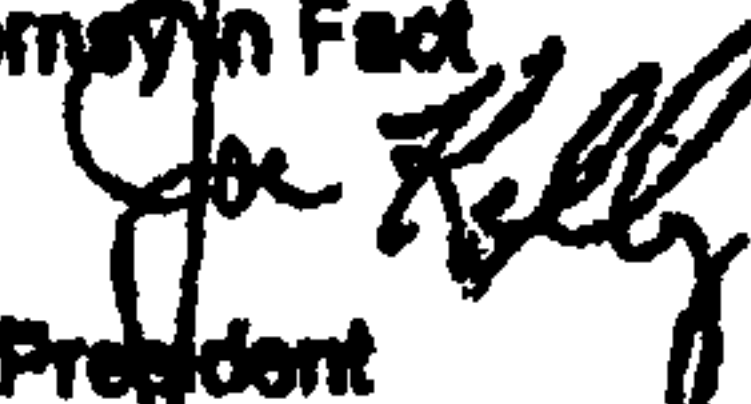
By 


Its Vice President

Pay to the order of First Union National Bank,
as Trustee, without recourse.

William J. Wade, not in his individual
capacity but solely as trustee of
Mid-State Trust IX

By: Mid-State Homes, Inc.
its Attorney in Fact

By: 
Vice President


20110615000176640 4/17 \$60.00
Shelby Cnty Judge of Probate, AL
06/15/2011 02:04:14 PM FILED/CERT

EXHIBIT

tabbies

MORTGAGE

AMOUNT FINANCED: \$ 100,960.00
 FINANCE CHARGE: \$ 198,020.00
 TIME PRICE: \$ 298,980.00

Birmingham
194028

STATE OF ALABAMA
 County SHELBY

THIS INDENTURE is made and entered into this 1 day of OCTOBER, 2000 by and between

JAY FULLERTON, Husband & RENEE FULLERTON, Wife

(hereinafter called "Mortgagor," whether one or more) and JIM WALTER HOMES, INC. (hereinafter called "Mortgagee").

WHEREAS, JAY FULLERTON, Husband & RENEE FULLERTON, Wife

is (are) justly indebted to the

Mortgagee in the sum of TWO HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED EIGHTY AND XX / 100

Dollars (\$ 298,980.00) the first installment to become due and payable on the "Payment Commencement Date" as set forth in the Completion Notice to be mailed or delivered by Jim Walter Homes, Inc., to the undersigned upon "release" (as that term is defined in the Limited Warranty) of the House by Jim Walter Homes, Inc., and one installment to become due on the same day of each succeeding month until payment in full. If not sooner paid, the entire outstanding indebtedness shall be due and payable 360 Months from the Payment Commencement Date.

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the debt evidenced by said note and any and all extensions and renewals thereof, or of any part thereof (the aggregate amount of such debt, including any extensions and renewals, is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in SHELBY County, Alabama (said real estate being hereinafter called "Real Estate"):

THIS MORTGAGE IS BEING EXECUTED TO CORRECT AN ERROR APPEARING IN THAT CERTAIN MORTGAGE ORIGINALLY EXECUTED BETWEEN THE PARTIES HERETO ON 09/15/2000 AND RECORDED IN THE RECORDS OF THE COUNTY AND STATE SHOWN HEREIN. IN INSTRUMENT # 2000-36957 IN SHELBY COUNTY, ALABAMA.

SEE EXHIBIT 'E' ATTACHED AND MADE A PART HERETO.
 J.F. @

THIS INSTRUMENT PREPARED BY
 Thomas E. Portsmouth, Attorney
 P. O. Box 31501
 Tampa, Florida 33631-3601

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the lesser of the actual cash value of the improvements located on the Real Estate or the indebtedness secured by this mortgage on said improvements; (3) pay any other cost or expense which will protect Mortgagee's security in the Real Estate and Mortgagee may, but is under no obligation to do so, make any advance or pay any cost or incur any expense which Mortgagee feels will protect its security under this mortgage (whether or not any charge it pays is valid).

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens or for the protection of its security, shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage and shall bear interest from date of payment by the Mortgagee until paid at the Annual Percentage Rate set forth in the Building Contract dated 10-10-00 between Jim Walter Homes, Inc. and the Mortgagor.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;
2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount, or any part thereof, so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

20110615000176640 5/17 \$60.00
 Shelby Cnty Judge of Probate, AL
 06/15/2011 02:04:14 PM FILED/CERT

Inst # 2000-42615

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice of any party, of a receiver for the rents, issues, revenues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt (which Debt includes the indebtedness evidenced by the promissory note or notes referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the payment of the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor, or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally, to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or any arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorney's fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of sale; and fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees not exceeding 15% of the unpaid debt after default and referral for collection to an attorney not a salaried employee of the Mortgagee, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Real Estate.

For each installment not paid within fifteen (15) days of its scheduled due date the Mortgagor agrees to pay the Mortgagee a late charge of five percent (5%) of the unpaid amount of the instrument in default or \$.50, whichever is greater, not to exceed \$100.

If any check tendered to Mortgagee or its assigns by Mortgagor hereunder is not paid upon presentation or is dishonored by the bank or depository institution upon which it is drawn, Mortgagor agrees to pay Mortgagee a bad check charge of \$20.00 or the charge made by the depository institution for the return of the unpaid or dishonored instrument, whichever is greater, in accordance with Ala. Code (1975) § 8-8-15.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

In witness whereof, the undersigned Mortgagor has (have) executed this instrument on the 12 day of October, 2000.

M. D. Pearson

Jay Fullerton
JAY FULLERTON
Renée Fullerton
RENEE FULLERTON

State of Alabama

County Shelby

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that JAY FULLERTON, Husband, AND
RENEE FULLERTON, Wife whose name (s) is (are) signed to the foregoing

instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, _____ be

_____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of October, 2000.

Notary Public
My Commission Expires Oct 15, 2002
My commission expires:

NOTARY MUST AFFIX SEAL

EXHIBIT 'E'

Job Check Date / Time: 09/27/2000 / 9:47:24 AM

Branch: Birmingham

Date of Sale: 09/15/2000


Job Name: JAY FULLERTON

Model: President II/230

Job Address: T.B.D. OLD BARN RD MONTEVALLO, AL 35115

COMMENCE AT THE SW CORNER OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 12 EAST, THENCE RUN NORTH ALONG SAID $\frac{1}{4}$ - $\frac{1}{4}$ LINE A DISTANCE OF 542.00 FEET; THENCE TURN AN ANGLE OF 00 DEG 19' 33" LEFT AND RUN A DISTANCE OF 122.37 FEET; THENCE TURN AN ANGLE OF 00 DEG 27' 12" RIGHT AND RUN A DISTANCE OF 313.54 FEET; THENCE TURN AN ANGLE OF 85 DEG 06' 41" RIGHT AND RUN A DISTANCE OF 130.18 FEET; THENCE TURN AN ANGLE OF 24 DEG 06' 44" RIGHT AND RUN A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 256.62 FEET; THENCE TURN AN ANGLE OF 109 DEG 17' 38" LEFT AND RUN A DISTANCE OF 210.00 FEET; THENCE TURN AN ANGLE OF 84 DEG 18' 07" LEFT AND RUN A DISTANCE OF 247.69 FEET; THENCE TURN AN ANGLE OF 97 DEG 19' 36" LEFT AND RUN A DISTANCE OF 149.86 FEET TO THE POINT OF BEGINNING, CONTAINING 1.01 ACRES, MORE OR LESS.

ALSO A 30 FOOT EASEMENT FOR THE PURPOSE OF INGRESS, EGRESS AND UTILITIES BEING 15 FOOT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCE AT THE SW CORNER OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 12 EAST, THENCE RUN NORTH ALONG SAID $\frac{1}{4}$ - $\frac{1}{4}$ LINE A DISTANCE OF 542.00 FEET; THENCE TURN AN ANGLE 00 DEG 19' 33" LEFT AND RUN A DISTANCE OF 122.37 FEET; THENCE TURN AN ANGLE OF 00 DEG 27' 12" RIGHT AND RUN A DISTANCE OF 313.54 FEET; THENCE TURN AN ANGLE OF 85 DEG 06' 41" RIGHT AND RUN A DISTANCE OF 130.18 FEET; THENCE TURN AN ANGLE OF 24 DEG 06' 44" RIGHT AND RUN A DISTANCE OF 566.62 FEET; THENCE TURN AN ANGLE OF 109 DEG 17' 38" LEFT AND RUN A DISTANCE OF 210.00 FEET; THENCE TURN AN ANGLE OF 84 DEG 18' 07" LEFT AND RUN A DISTANCE OF 247.69 FEET; THENCE TURN AN ANGLE OF 97 DEG 19' 36" LEFT AND RUN A DISTANCE OF 15.12 FEET TO THE POINT OF BEGINNING; THENCE TURN AN ANGLE OF 97 DEG 19' 36" RIGHT AND RUN A DISTANCE OF 136.93 FEET; THENCE TURN AN ANGLE OF 17 DEG 03' 43" LEFT AND RUN A DISTANCE OF 156.84 FEET; THENCE TURN AN ANGLE OF 06 DEG 31' 26" RIGHT AND RUN A DISTANCE OF 128.90 FEET TO THE END OF SAID EASEMENT.


20110615000176640 7/17 \$60.00
Shelby Cnty Judge of Probate, AL
06/15/2011 02:04:14 PM FILED/CERT

Inst # 2000-42615

12/11/2000-42615
10:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HNB 18.90



20110615000176640 8/17 \$60.00
Shelby Cnty Judge of Probate, AL
06/15/2011 02:04:14 PM FILED/CERT

713309

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**ALABAMA
ASSIGNMENT OF MORTGAGE**

- (1) Jim Walter Homes, Inc. to Mid-State Homes, Inc.
 - (2) Mid-State Homes, Inc. to William J. Wade, as Trustee of Mid-State Trust IX, a business trust
 - (3) William J. Wade, as Trustee of Mid-State Trust IX, a business trust, to First Union National Bank, as Collateral Agent
-
- (1) Jim Walter Homes, Inc. to Mid-State Homes, Inc.

FOR VALUE RECEIVED, the undersigned, Jim Walter Homes, Inc., a Florida corporation, having an address of P. O. Box 31601, Tampa, Florida 33631-3601 ("Assignor"), does hereby grant, bargain, sell, assign, transfer, convey and set over unto Mid-State Homes, Inc., a Florida corporation, having an address of P. O. Box 31601, Tampa, Florida 33631-3601 ("Assignee"), its successors and assigns, without recourse; that certain mortgage from Jay Fullerton & Renee Fullerton in favor of Assignor, in the original amount of \$298,980.00, dated October 1, 2000, together with the debt thereby secured, the note therein described and all of the interest of the undersigned in and to the land and property conveyed by said mortgage, without recourse, which appears of record in Mortgage Book Inst. # 2000-42615, Page , in the office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said Assignee, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the undersigned Assignor has caused these presents to be executed by its duly authorized officers as of this 21 day of September, 2001.

JIM WALTER HOMES, INC.

(Corporate Seal)

ATTEST:

By: C.T. Witherington
Name: C.T. Witherington
Title: Asst. Secretary

By: Lane Hudson
Name: Lane Hudson
Title: Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lane Hudson and C.T. Witherington, whose names as Vice President and Asst. Secretary, respectively, of Jim Walter Homes, Inc., are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 21 day of September, 2001.



Sally A. Leon
NOTARY PUBLIC
Print Name:
My Commission Expires:

Inst # 2001-50043

11/19/2001-50043
1 01:58 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
17.00



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Shelby Cnty Judge of Probate, AL
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(2) **Mid-State Homes, Inc. to William J. Wade, as Trustee of Mid-State Trust IX, a business trust**

FOR VALUE RECEIVED, the undersigned, Mid-State Homes, Inc., a Florida corporation, having an address of P. O. Box 31601, Tampa, Florida 33631-3601 ("Assignor"), does hereby grant, bargain, sell, assign, transfer, convey and set over unto William J. Wade, not in his individual capacity but solely as trustee of Mid-State Trust IX, a business trust, whose address is c/o Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 ("Assignee"), its successors and assigns, without recourse, that certain mortgage which appears of record at Mortgage Book Inst. # 2000-42615, Page in the Public Records of Shelby County, Alabama.

Mortgagors: Jay Fullerton & Renee Fullerton.

TO HAVE AND TO HOLD unto the said Assignee, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the undersigned Assignor has caused these presents to be executed by its duly authorized officers as of this 21 day of September, 2001.

MID-STATE HOMES, INC.

(Corporate Seal)

ATTEST:

By: [Signature]
Name: Cheryl Buathier
Title: Asst. Secretary

By: [Signature]
Name: Joe Kelly
Title: Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joe Kelly and Cheryl Buathier, whose names as Vice President and Asst. Secretary, respectively, of Mid-State Homes, Inc., are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 21 day of September, 2001.



[Signature]
NOTARY PUBLIC
Print Name:
My Commission Expires:

(3) **William J. Wade, as Trustee of Mid-State Trust IX, a business trust, to First Union National Bank, as Collateral Agent**

FOR VALUE RECEIVED, the undersigned, William J. Wade, not in his individual capacity but solely as trustee of Mid-State Trust IX, a business trust created under the laws of Delaware pursuant to a Trust Agreement dated as of February 5, 2001, whose address is c/o Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890, does hereby grant, bargain, sell, assign, transfer, convey and set over unto First Union National Bank, with corporate trust offices at 230 South Tryon Street, Charlotte, North Carolina 28288-1179, its successors and assigns, as Collateral Agent under a Variable Funding Loan Agreement dated February 5, 2001 ("Loan Agreement"), and does mortgage and grant to First Union National Bank, as such Collateral Agent, a security interest in that certain mortgage which appears of record at Mortgage Book Inst. # 2000-42615, Page in the Public Records of Shelby County, Alabama.

Mortgagors: Jay Fullerton & Renee Fullerton.

THIS ASSIGNMENT IS A COLLATERAL ASSIGNMENT IN TRUST to said First Union National

Bank, as Collateral Agent under the Loan Agreement. Copies of the Loan Agreement will be available at the above referenced corporate trust offices of First Union National Bank. See Power of Attorney recorded at Book Inst. # 2001-10266, Page , Shelby County, Alabama.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed as of the 21 day of September, 2001.

(Corporate Seal)

ATTEST:

By: *[Signature]*
Name: Cheryl Buathier
Title: Asst. Secretary

WILLIAM J. WADE, not in his individual capacity but solely as trustee of Mid-State Trust IX

By: Mid-State Homes, Inc., Attorney-in-Fact

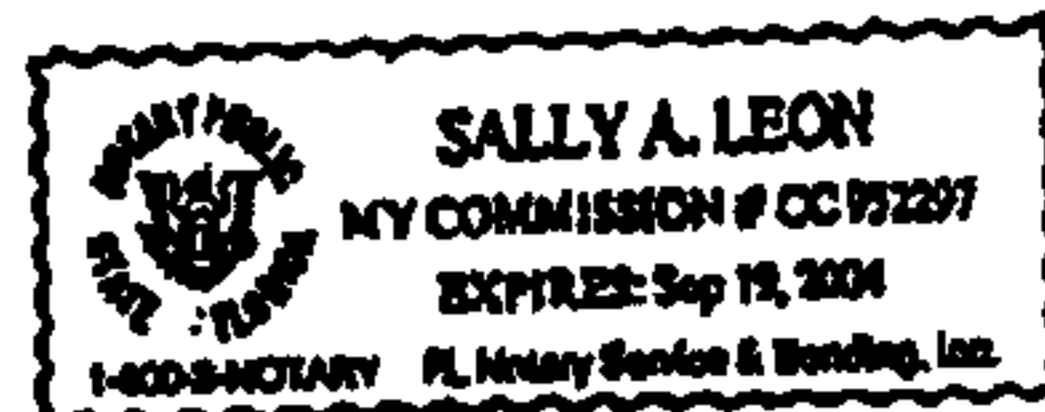
By: *[Signature]*
Name: Joe Kelly
Title: Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Joe Kelly and Cheryl Buathier, whose names as Vice President and Asst. Secretary, respectively, of Mid-State Homes, Inc., a corporation, as Attorney-in-Fact for William J. Wade, not in his individual capacity but solely as Trustee of Mid-State Trust IX, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, as such officers and with full authority, executed the same voluntarily for and as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal this 21 day of September, 2001.



[Signature]
NOTARY PUBLIC
Print Name:
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Jeffrey P. Thofner, Attorney at Law
P. O. Box 31601
Tampa, FL 33631-3601
CCM-1-ALIX (6/01)

AFTER RECORDING RETURN TO:
Mid-State Homes, Inc., Attn: Cheryl Buathier
P. O. Box 31601
Tampa, FL 33631-3601



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Shelby Cnty Judge of Probate, AL
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SHELBY COUNTY JUDGE OF PROBATE
17.00

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Jay Fullerton

ALABAMA
ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE, dated June 9, 2009, from Bruce L. Bisson, not in his individual capacity but solely as trustee of Mid-State Trust X, c/o One Rodney Square, Wilmington, Delaware, 19890 (the "Trust" and "Assignor"), a business trust created under the laws of Delaware pursuant to a trust agreement dated as of February 5, 2001, to Bruce L. Bisson, not in his individual capacity but solely as trustee of Mid-State Trust X, c/o One Rodney Square, Wilmington, Delaware, 19890 (the "Trust" and "Assignor"), a business trust created under the laws of Delaware pursuant to a trust agreement dated as of February 5, 2001 and Walter Mortgage Company, LLC, having an address of P.O. Box 31601, Tampa, Florida 33631-3601 ("Assignee").

WITNESSETH:

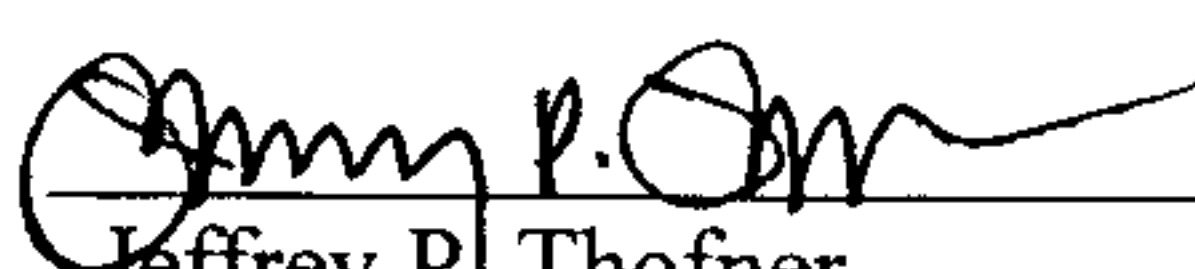
FOR VALUE RECEIVED, Assignor does hereby sell, assign, transfer and set over unto Assignees, its successors and assigns, and does mortgage and grant a security interest in that certain mortgage, together with the debts thereby secured, the notes therein described, and all interest and lien of the Assignor in and to the lands and property conveyed by said mortgage without recourse; said mortgage appears of record at Book Inst. #2000-42615, Page -, in the Public Records of Shelby County, Alabama.

Mortgagors: Jay Fullerton, Husband & Renee Fullerton, Wife.

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand the year and day above written. See Power of Attorney: attached.

BRUCE L. BISSON, not in his individual capacity but
solely as trustee of Mid-State Trust X

By: Walter Mortgage Company, successor by
merger to Mid-State Homes, Inc., Attorney-in-Fact

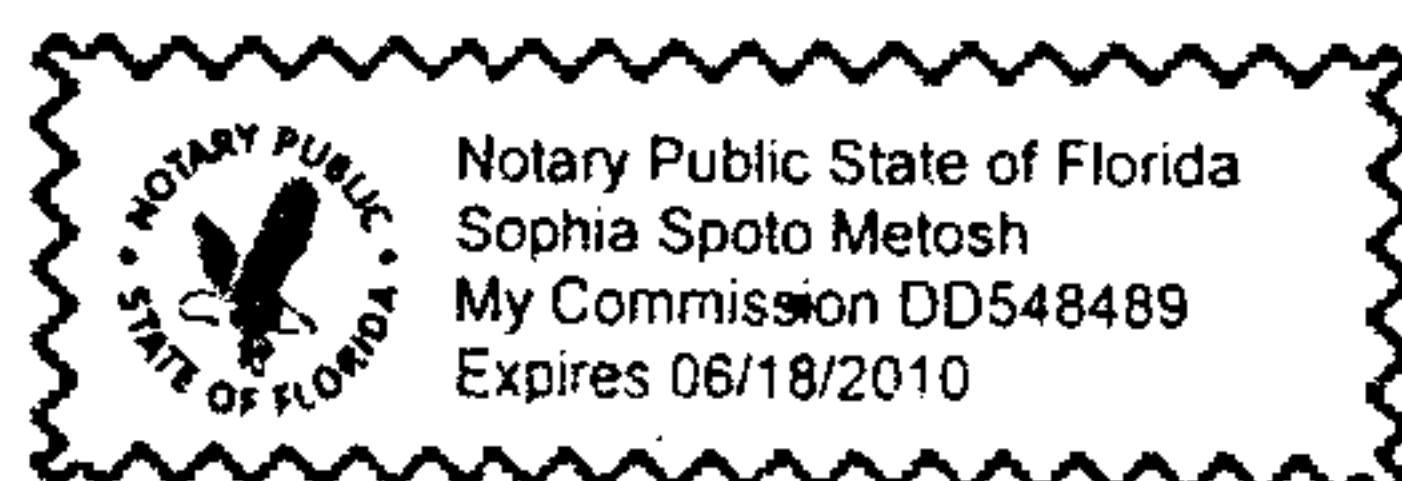
By: 
Name: Jeffrey P. Thofner
Title: Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey P. Thofner, whose name as Vice President of Walter Mortgage Company, LLC, successor by merger to Mid-State Homes, Inc, as Attorney-in-Fact for Bruce L. Bisson, not in his individual capacity but solely as Trustee of Mid-State Trust X, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal this 9th day of June, 2009.




NOTARY PUBLIC
Print Name: Sophia Spoto Metosh
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Jeffrey P. Thofner, Attorney at Law
P. O. Box 31601
Tampa, FL 33631-3601

AFTER RECORDING RETURN TO:
Walter Mortgage Co., Attn: C. T. Witherington
P. O. Box 31601
Tampa, FL 33631-3601 TEP-B-42.VIII (Rev. 6/01)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

INSTR # 2001403687
OR BK 11282 PG 1293

RECORDED 12/17/2001 08:10 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK B King

20090701000252800 2/3 \$17.00
Shelby Cnty Judge of Probate, AL
07/01/2009 09:11:40 AM FILED/CERT

PREPARED BY AND RETURN TO:
JEFFREY P. THOFNER, ESQUIRE
P. O. BOX 31601
TAMPA, FLORIDA 33631-3601

POWER OF ATTORNEY

This POWER OF ATTORNEY is granted to Mid-State Homes, Inc., a Florida corporation ("Mid-State") and to Jim Walter Homes, Inc., a Florida corporation ("Homes"), jointly and severally, by Bruce L. Bisson, not in his individual capacity but solely as trustee, and on behalf of Mid-State Trust X, a business trust, created pursuant to the Trust Agreement dated October 31, 2001, as amended or supplemented (the "Trust Agreement") between Wilmington Trust Company, (not in its individual capacity but solely as the owner trustee), and Mid-State (as the grantor of the trust);

WITNESSETH

WHEREAS, Mid-State Trust X is now, and will in the future be, the holder of certain mortgages, deeds of trust, deeds to secure debt, assignment of rents and/or mortgage deeds which encumber certain real property (the "Property").

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, which are intended to constitute a Power of Attorney, that Mid-State Trust X has made, constituted and appointed, and by these presents does make, constitute and appoint, Mid-State and Homes acting either jointly or acting separately, its true and lawful Attorneys-in-Fact and its Attorney-in-Fact for it and in its name, place and stead and for its use and benefit, and with full power of substitution, to execute, acknowledge, verify, swear to, deliver, record and file, in its or its assignee's name, place and stead, all deeds, agreements for deed, foreclosure deeds, mortgages, deeds of trust, deeds to secure debt, mechanics lien contracts with power of sale, cancellations of mortgages, (together with all assignments of the foregoing instruments), releases, and satisfactions of mortgages, and/or their equivalent which related to the Property, and to take all action required of Mid-State Trust X or which may be necessary or proper in the premises with respect to the Property.

No party relying upon any instrument executed by either Mid-State or Homes pursuant to this Power of Attorney shall be required to ascertain the power or authority of either Mid-State or Homes as agents of Mid-State Trust X to execute any such instrument or to inquire into the satisfaction of any conditions precedent to the execution of any such instrument. This Power of Attorney shall be deemed coupled with an interest and it may not be revoked unless a revocation executed by Mid-State Trust X and Mid-State and Homes is filed and recorded in the same official records in which this Power of Attorney has been filed and recorded.

Mid-State Trust X does hereby ratify any and all acts performed in the name of Mid-State Trust X and any and all documents executed in the name of Mid-State Trust X by its Attorneys-in-Fact or its Attorney-in-Fact prior to the date hereof and subsequent to October 31, 2001 and acknowledges that any and all such acts or documents were fully authorized by Mid-State Trust X and Mid-State Trust X will not question the sufficiency of any instrument executed by said Attorneys-in-Fact or Attorney-in-Fact pursuant to

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Shelby Cnty Judge of Probate, AL
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either the attached Power of Attorney or this Power of Attorney, notwithstanding that the instrument fails to recite the consideration therefor or recites merely a nominal consideration; any person dealing with the subject matter of such instrument may do so as if full consideration therefor had been expressed herein.

IN WITNESS WHEREOF, the undersigned Mid-State Trust X has caused these presents to be executed this 11th day of December 2001.

(Corporate Seal)

Jamie Rivera
Witness

Print Name: Jamie Rivera

Heather Carr
Witness

Print Name: Heather Carr

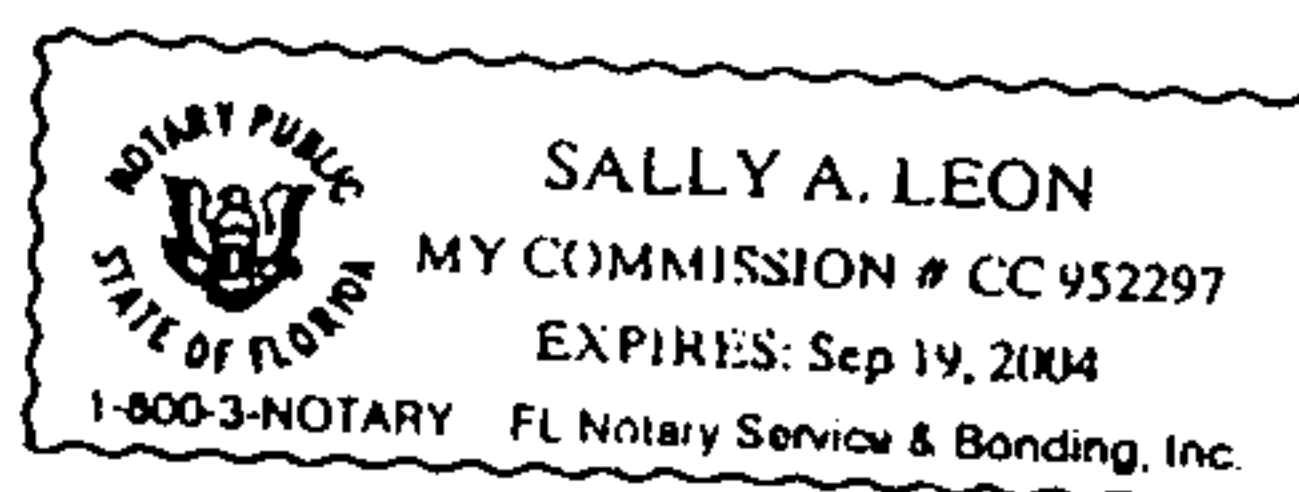
MID-STATE TRUST X

By: Bruce L. Bisson
BRUCE L. BISSON, not in his individual capacity, but solely as trustee of, and on behalf of Mid-State Trust X

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 11th day of December, 2001, by Bruce L. Bisson, as Trustee for Mid-State Trust X, under the Trust Agreement dated October 31, 2001, as amended or supplemented, acknowledged before me on this date that, being informed of the contents of this instrument, he, as such officer, and with full authority, executed the same voluntarily for and as an act of said association, acting in its capacity as aforesaid, and is personally known to me and who did not take an oath.

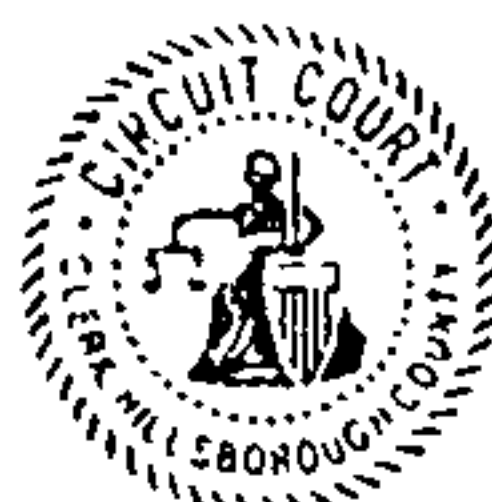
Sally A. Leon
Notary Public: Sally A. Leon
My Commission Expires: 9-19-04



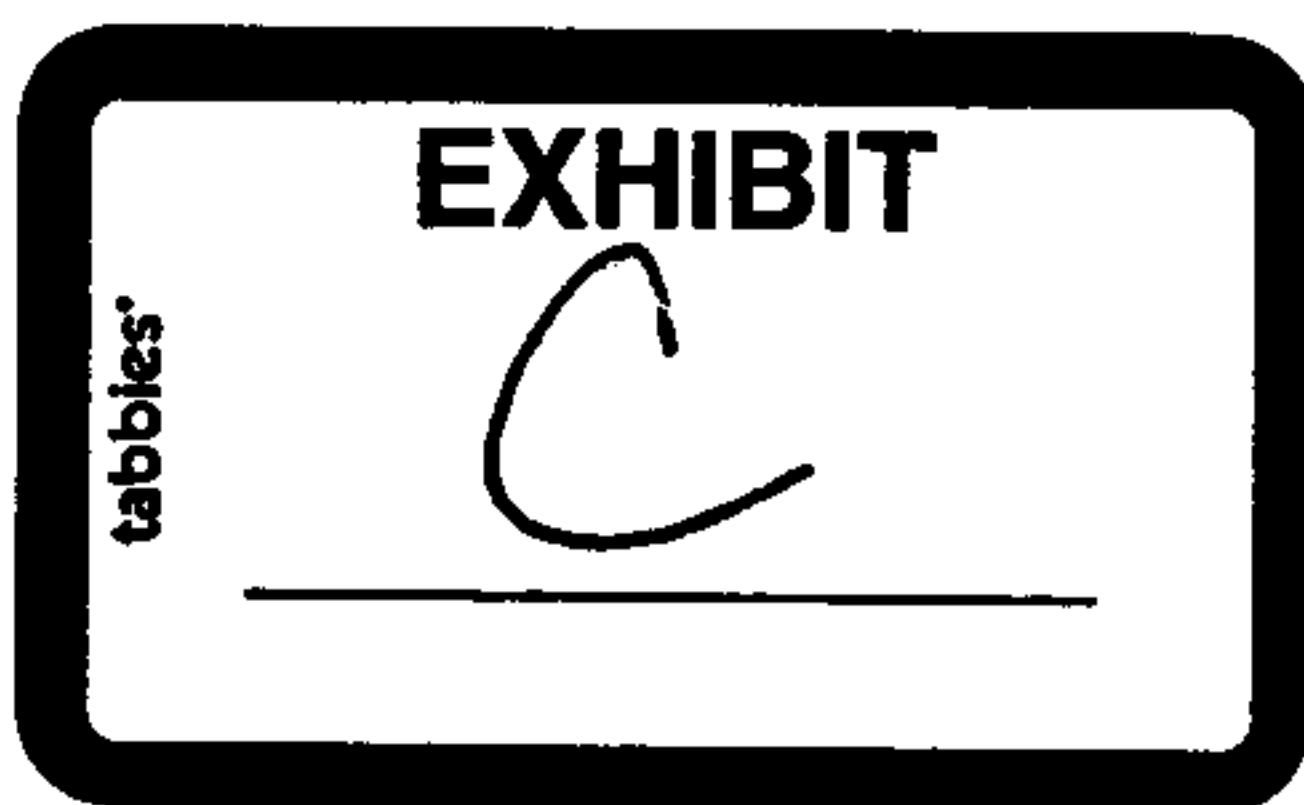
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Shelby Cnty Judge of Probate, AL
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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL THIS 11th DAY OF Dec 2001.



RICHARD AKE, CLERK
BY: Richard Ake D.C.



FORECLOSURE DEED

STATE OF ALABAMA)
SHELBY COUNTY)

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Shelby Cnty Judge of Probate, AL
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Shelby Cnty Judge of Probate, AL
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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on to-wits, September 15, 2000, Jay Fullerton and wife, Renee Fullerton ("Mortgagors"), executed a certain mortgage ("Mortgage") to Jim Walter Homes, Inc, said Mortgage being recorded October 24, 2000, in Book 2000 Page 36957 and re-recorded in Book 2000 Page 42615, in the Office of the Judge of Probate of Shelby County, Alabama; and subsequently transferred and assigned to Bruce L. Bisson, as Trustee for Mid State Trust X and Walter Mortgage Company, LLC, said assignments being recorded Instrument #20090701000252800 in the Probate Office of Shelby County, Alabama.

WHEREAS, default was made in the payment of the indebtedness secured by said Mortgage, and Bruce L. Bisson, as Trustee for Mid State Trust X and Walter Mortgage Company, LLC, as holder, did declare all of the indebtedness secured by the said Mortgage, due and payable, and said Mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said Mortgage in accordance with the terms thereof, by U.S. Mail and by publication in The Shelby County Reporter, a newspaper published in Shelby County, Alabama, in its issues of May 18, 2011; May 25, 2011 and June 1, 2011;

WHEREAS, on June 7, 2011, the day on which the foreclosure sale was due to be held under the terms of said notice between the legal hours of sale, said foreclosure sale was duly and properly conducted, and Bruce L. Bisson, as Trustee for Mid State Trust X and Walter Mortgage Company, LLC did offer for sale and sell at public outcry, in front of the Courthouse door, Shelby County, Alabama, the property hereinafter described; and


WHEREAS, the highest and best bid obtained for the property described in the Mortgage was the bid of Walter Mortgage Company, LLC in the amount of Seventy-Two Thousand One Hundred Three and 37/100 (\$72,103.37) Dollars, which sum was offered to be credited on the indebtedness secured by the Mortgage, and said property was thereupon sold to Walter Mortgage Company, LLC, as purchaser; and

WHEREAS, Richard D. Whitaker conducted said sale on behalf of Bruce L. Bisson, as Trustee for Mid State Trust X and Walter Mortgage Company, LLC as holder; and

WHEREAS, the terms of the Mortgage expressly authorized the person conducting said sale to execute to the purchaser at said sale a deed to the property so purchases;


NOW THEREFORE, in consideration of the premises and the payment of Seventy-Two Thousand One Hundred Three and 37/100 (\$72,103.37) Dollars, Mortgagors, by and through Bruce L. Bisson, as Trustee for Mid State Trust X and Walter Mortgage Company, LLC as holder, do grant, bargain, sell and convey unto Walter Mortgage Company, LLC the following described real property situated in Shelby County, Alabama to wit:

See Attached Exhibit "A"


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Shelby Cnty Judge of Probate, AL
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TO HAVE AND TO HOLD, the above described property unto Walter Mortgage Company, LLC, their heirs and legal representatives; subject however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

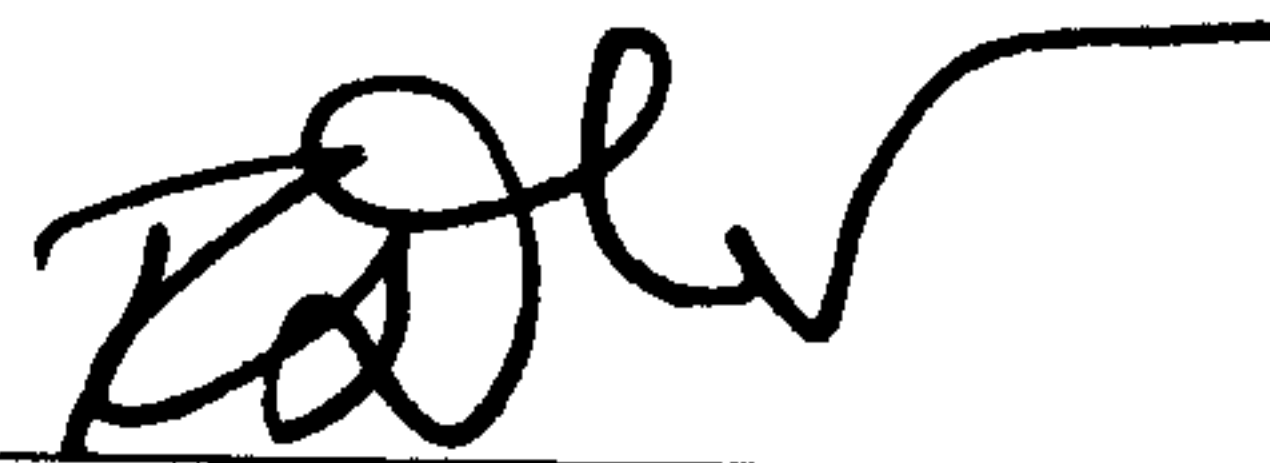
IN WITNESS WHEREOF, Bruce L. Bisson, as Trustee for Mid State Trust X and Walter Mortgage Company, LLC, as holder, has caused this instrument to be executed by and through Richard D. Whitaker, as auctioneer conducting said sale for said Mortgagee, and said Richard D. Whitaker, has hereto set his hand and seal on this the 7th day of June, 2011.


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Shelby Cnty Judge of Probate, AL
06/15/2011 02:04:14 PM FILED/CERT

BY: Jay Fullerton and Renee Fullerton

BY: Bruce L. Bisson, as Trustee for Mid State Trust X and Walter Mortgage Company, LLC

BY:



Richard D. Whitaker
as Attorney in Fact

BY:



Richard D. Whitaker
as Auctioneer

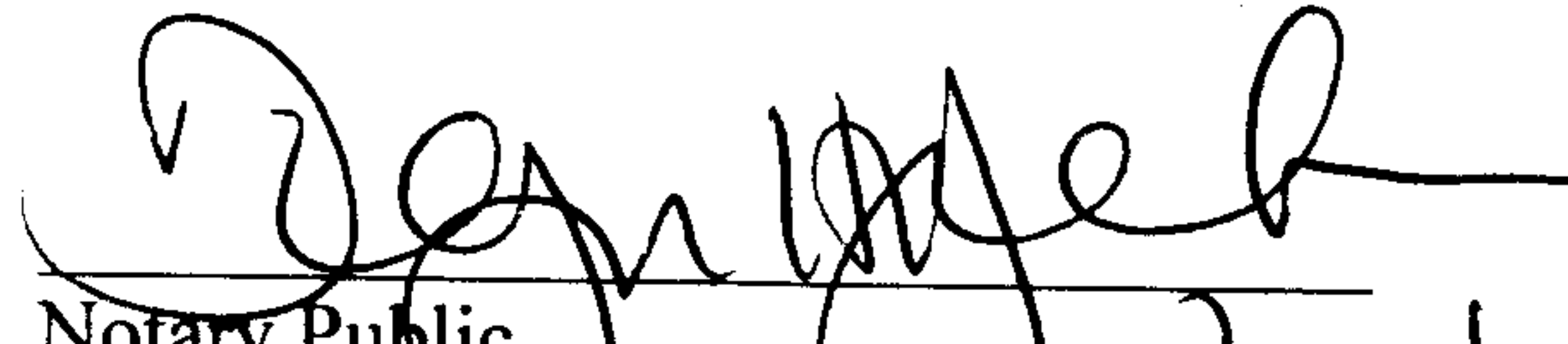
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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard D. Whitaker, whose name as auctioneer and attorney in-fact for the Mortgagee, 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 this conveyance, he in his capacity as such auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of June, 2011.

[Notary Seal]



Notary Public
My Commission Expires: 5/22/13

This instrument prepared by:
Paul K. Lavelle
YEAROUT, SPINA & LAVELLE, P.C.
1500 Urban Center Drive, Suite 450
Birmingham, Alabama 35242
(205) 298-1800
Attorneys for Mortgagee
Loan # 17133095

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Shelby Cnty Judge of Probate, AL
06/15/2011 02:04:14 PM FILED/CERT


SEND TAX NOTICE TO:

Walter Mortgage Co
PO Box 31601
Tampa, FL 33631


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Shelby Cnty Judge of Probate, AL
06/07/2011 03:23:45 PM FILED/CERT

COMMENCE AT THE SW CORNER OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 12 EAST, THENCE RUN NORTH ALONG SAID $\frac{1}{4}$ - $\frac{1}{4}$ LINE A DISTANCE OF 542.00 FEET; THENCE TURN AN ANGLE OF 00 DEG 19' 33" LEFT AND RUN A DISTANCE OF 122.37 FEET; THENCE TURN AN ANGLE OF 00 DEG 27' 12" RIGHT AND RUN A DISTANCE OF 313.54 FEET; THENCE TURN AN ANGLE OF 85 DEG 06' 41" RIGHT AND RUN A DISTANCE OF 130.18 FEET; THENCE TURN AN ANGLE OF 24 DEG 06' 44" RIGHT AND RUN A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 256.62 FEET; THENCE TURN AN ANGLE OF 109 DEG 17' 38" LEFT AND RUN A DISTANCE OF 210.00 FEET; THENCE TURN AN ANGLE OF 84 DEG 18' 07" LEFT AND RUN A DISTANCE OF 247.69 FEET; THENCE TURN AN ANGLE OF 97 DEG 19' 36" LEFT AND RUN A DISTANCE OF 149.86 FEET TO THE POINT OF BEGINNING, CONTAINING 1.01 ACRES, MORE OR LESS.

ALSO A 30 FOOT EASEMENT FOR THE PURPOSE OF INGRESS, EGRESS AND UTILITIES BEING 15 FOOT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCE AT THE SW CORNER OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 12 EAST, THENCE RUN NORTH ALONG SAID $\frac{1}{4}$ - $\frac{1}{4}$ LINE A DISTANCE OF 542.00 FEET; THENCE TURN AN ANGLE 00 DEG 19' 33" LEFT AND RUN A DISTANCE OF 122.37 FEET; THENCE TURN AN ANGLE OF 00 DEG 27' 12" RIGHT AND RUN A DISTANCE OF 313.54 FEET; THENCE TURN AN ANGLE OF 85 DEG 06' 41" RIGHT AND RUN A DISTANCE OF 130.18 FEET; THENCE TURN AN ANGLE OF 24 DEG 06' 44" RIGHT AND RUN A DISTANCE OF 566.62 FEET; THENCE TURN AN ANGLE OF 109 DEG 17' 38" LEFT AND RUN A DISTANCE OF 210.00 FEET; THENCE TURN AN ANGLE OF 84 DEG 18' 07" LEFT AND RUN A DISTANCE OF 247.69 FEET; THENCE TURN AN ANGLE OF 97 DEG 19' 36" LEFT AND RUN A DISTANCE OF 15.12 FEET TO THE POINT OF BEGINNING; THENCE TURN AN ANGLE OF 97 DEG 19' 36" RIGHT AND RUN A DISTANCE OF 136.93 FEET; THENCE TURN AN ANGLE OF 17 DEG 03' 43" LEFT AND RUN A DISTANCE OF 156.84 FEET; THENCE TURN AN ANGLE OF 06 DEG 31' 26" RIGHT AND RUN A DISTANCE OF 128.90 FEET TO THE END OF SAID EASEMENT.


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Shelby Cnty Judge of Probate, AL
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