THIS INSTRUMENT PREPARED BY:

Burt W. Newsome
Newsome Law, LLC
P.O. Box 382753
Birmingham, AL 35238

STATE OF ALABAMA)

COUNTY OF SHELBY)

DEED SETTING ASIDE MORTGAGE FORECLOSURE SALE

WHEREAS, heretofore on the 25th day of May, 2007, Daniel E. Curran and Malissa K. Curran (hereinafter the "Mortgagors") executed a certain mortgage to Frontier Bank, now known as Heritage Bank of the South, (hereinafter the "Mortgagee") which said mortgage is recorded in Instrument Number 20070611000272750 in the Office of the Probate Judge in Shelby County, Alabama; and

WHEREAS, default was made in the payment in the indebtedness secured by said Mortgage, and, Mortgagee 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 to the foreclosure of said Mortgage to be held on October 31, 2013, in accordance with the terms thereof, by publication in *The Shelby County Reporter*, a newspaper of general circulation in Shelby County, Alabama, in its issues of October 9, October 16 and October 23, 2013; and

WHEREAS, there was a foreclosure of said Mortgage under the power of sale contained there in on the 31st day of October , 2013, which foreclosure is evidenced by a mortgage foreclosure deed dated the 31st day of October, 2013, recorded Instrument Number 20131031000431050, in said Probate Office; and

WHEREAS, Mortgagor, Daniel Einar Curran, filed bankruptcy on October 30, 2013, but the Mortgagee did not receive notice of this bankruptcy until after said foreclosure sale. Mortgagee desires to set aside said foreclosure deed and declare said foreclosure deed null, void, and of no force and effect.

NOW THEREFORE, in consideration of the premises and sum of One dollar ($1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged, Mortgagee, covenants and agrees as follows:

1. That the foreclosure of said Mortgage is hereby set aside, vacated and held for naught to the same extent as if said foreclosure had never occurred and said Mortgage foreclosure deed had not been executed and filed for record in said Probate Office.

2. That the said Mortgage referred to herein shall remain in full force and effect to the same extent as if the foreclosure sale had never occurred and said mortgage

foreclosure deed had not been executed and filed for record in the aforesaid Probate Office.

3. That the aforesaid Mortgage continues to constitute a first, valid, and prior lien on the property described therein, which said property being located and situated in Shelby County, Alabama, and more particularly described as follows:

Lot 43, according to the Map and Survey of Emerald Parc, Phase III, as recorded in Map Book 34, Page 111, in the Probate Office of Shelby County, Alabama.

IN WITNESS WHEREOF, Heritage Bank of the South, assignee of FDIC as receiver of Frontier Bank, has caused this instrument to be executed this the 20th day of November, 2013.

Heritage Bank of the South,
assignee of FDIC as receiver of
Frontier Bank

By: ______________________
Burt Newsome
Attorney for Heritage Bank of the South, assignee of FDIC as receiver of Frontier Bank

ACKNOWLEDGEMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned Notary Public, hereby certify that Burt W. Newsome, whose name as Attorney for Heritage Bank of the South, assignee of FDIC as receiver of Frontier Bank, is signed to the foregoing conveyance, and who is known to be, acknowledged before me on this date that, being informed of the contents of the foregoing conveyance, he, as such officer and full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 20th day of November, 2013.

____
Notary Public

My Commission Expires: Jennifer Choi
Notary Public Alabama State at Large
My Commission Expires October 4, 2016