20050902000455000 1/3 $22.00
Shelby Cnty Judge of Probate, AL
09/02/2005 11:12:22AM FILED/CERT

PREPARED BY: J. DAVID HOOD, JACKSON, FIKES, HOOD & BRAKEFIELD, P.O. BOX 748, JASPER, ALABAMA, 35502-0748, TELEPHONE (205) 387-2171.

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Anything Grows Garden Center, Inc. did on **February 19, 1998** execute a mortgage on the property which is hereafter described to **Pinnacle Bank**, hereafter referred to as Mortgagee, which mortgage was recorded on **March 4, 1998** as **Instrument 1998-07496** in the office of the Judge of Probate in Shelby County, Alabama, and

WHEREAS, said mortgage was subsequently corrected by that certain mortgage executed on **May 24, 2005** and recorded on **June 6, 2005** as **Instrument 20050606000271570**, and

WHEREAS, Jerry M. Dotson and Pamela Dotson, husband and wife, did on **October 16, 1998** execute a mortgage on the property which is hereafter described to **Pinnacle Bank**, hereafter referred to as Mortgagee, which mortgage was recorded on **October 21, 1998** as **Instrument 1998-41231** in the office of the Judge of Probate in Shelby County, Alabama, and

WHEREAS, said mortgage was subsequently corrected by that certain mortgage executed on **May 24, 2005** and recorded on **June 6, 2005** as **Instrument 20050606000271560**, and

WHEREAS, in and by said mortgages, the Mortgagee was authorized and empowered in case of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property before the front or main door of the courthouse of the county where said property is located after giving notice of the time, place and terms of said sale in some newspaper published in said County by publication once a week for **three (3)** consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said mortgages provided that in case of sale under the power and authority contained therein, the Mortgagee or any person conducting said sale for the Mortgagee was authorized to execute a deed to the property to the purchaser at said sale, and it was further provided in and by said mortgages that the Mortgagee may bid at said sale and purchase said property if the highest bidder therefore, and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgages and said Mortgagee did declare all of the indebtedness secured by said mortgages due and payable and subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgages by publication in the **Shelby County Reporter**, a newspaper published in Shelby County, Alabama, in its issues of **August 3, 10 and 17, 2005**, and

WHEREAS, on **Friday, September 2, 2005**, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and said Mortgagee did offer for sale and did sell at public outcry in front of the main door of the **Shelby Courthouse** in **Columbiana, Alabama** the property hereafter described, and

20050902000455000 2/3 $22.00
Shelby Cnty Judge of Probate,AL
09/02/2005 11:12:22AM FILED/CERT

WHEREAS, J. David Hood was the auctioneer who conducted said foreclosure and was the person conducting the sale for the said Mortgagee, and

WHEREAS, Pinnacle Bank was the highest and best bidder for the property described in the aforementioned mortgages in the amount of **$205,197.20**, which sum was credited against the indebtedness secured by said mortgages, whereupon said property was sold to said **Pinnacle Bank,**

NOW THEREFORE, in consideration of the premises and a credit of **$205,197.20** on the indebtedness secured by said mortgage, the said **Jerry M. Dotson and Pamela H. Dotson, husband and wife,** Mortgagors, acting by and through **Pinnacle Bank**, Mortgagee, by and through J. David Hood as auctioneer conducting said sale and as attorney-in-fact for the Mortgagee, and **Pinnacle Bank**, Mortgagee, acting by and through J. David Hood as auctioneer conducting said sale and as attorney-in-fact for the Mortgagee, does hereby grant, bargain, sell and convey unto **Pinnacle Bank** the following described real estate located in **Shelby County, Alabama**:

A part of the South 1/2 of the NE Quarter of Section 15, Township 19 South, Range 2 West, more particularly described as follows:

Beginning at the middle point of the West boundary of the NE Quarter of the NE Quarter of said Section 15, Township 19 South, Range 2 West; thence East in a straight line, which separates the North 1/2 from the South 1/2 of said 40, 127.00 feet to a point; thence at an angle of 59 degrees 12 minutes to the right a distance of 265.07 feet to the Northwesterly boundary of the Valley Dale Highway; thence along the Northwesterly boundary of the Valley Dale Highway, 160.46 feet to a point; thence at an angle of 94 degrees 29 minutes to the right a distance of 255.81 feet to a point on the Westerly boundary line of said 1/4-1/4 section; thence along said Westerly line 101.0 feet to a point of beginning. This property is also described as being the Southwesterly 160.0 feet of the property described in deed recorded in Book 195, Page 454, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD said property unto the said **Pinnacle Bank**, its successors and assigns, forever. Subject however to the following:

1. The statutory right of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws of the State of Alabama.

2. All minerals and mining rights excepted.

3. Ad valorem taxes for tax year 2005 and all subsequent years thereafter.

4. All matters which would be revealed by an accurate survey of the subject property.

5. All assessments for fire district dues, if applicable.

6. All assessments for library district dues, if applicable.

7. All improvements located upon the subject property are conveyed "AS IS" with all warranties hereby disclaimed, both express and implied, except as to title.

8. Existing easements and rights-of-way for public roads and public utilities.

20050902000455000 3/3 $22.00
Shelby Cnty Judge of Probate,AL
09/02/2005 11:12:22AM FILED/CERT

9. Right-of-way granted to Alabama Power Company recorded in Instrument 1994-22668.

IN WITNESS WHEREOF the said **Pinnacle Bank**, Mortgagee, has caused this instrument to be executed by and through J. David Hood as auctioneer conducting said sale and as attorney-in-fact for said Mortgagee and the said J. David Hood as said auctioneer and attorney-in-fact has hereunto set his hand and signature on this the 2nd day of September, 2005.

JERRY M. DOTSON AND PAMELA H. DOTSON, MORTGAGORS

By: PINNACLE BANK, MORTGAGEE

By: J. DAVID HOOD, AUCTIONEER AND ATTORNEY-IN-FACT FOR MORTGAGEE

PINNACLE BANK, MORTGAGEE

By: J. DAVID HOOD, AUCTIONEER AND ATTORNEY-IN-FACT FOR MORTGAGEE

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **J. David Hood**, whose name as auctioneer and attorney-in-fact for **Pinnacle Bank**, Mortgagee, is signed to the foregoing Mortgage Foreclosure Deed, and who is known to me, acknowledged before me on this date, that being informed of the contents of said deed, he as such auctioneer and attorney-in-fact and with full authority, executed same voluntarily on the day the same bears date for and as the act of said Mortgagee.

Given under my hand and seal this the 2nd day of September, 2005.

Stephanie Glass
Notary Public

My Commission Expires: 2.4.07

Send Tax Notice To:
Pinnacle Bank
ATTENTION: Loan Servicing Department
P. O. Box 1388
Jasper, AL 35502-1388
Telephone Number 205-221-4111

F:\DATA\DAVID\CLIENTS\PINNACLE.BNK\DOTSON.JER\FORCLDED-PB2.wpd