

This Instrument Prepared By:

Aaron D. Vansant, Esq.  
Johnston, Conwell & Donovan, L.L.C.  
813 Shades Creek Parkway, Suite 200  
Birmingham, AL 35209

Send Tax Notice To:

Allease, Inc.  
c/o JESSICA GARRISON  
PO Box 020848  
TUSCALOOSA AL 35402

STATE OF ALABAMA     )  
SHELBY COUNTY         )

**MORTGAGE FORECLOSURE DEED**

**KNOW ALL PERSONS BY THESE PRESENTS**, that heretofore on, to wit: on or about January 14, 1994, J. M. Foster Company, Inc. borrowed the sum of Seventy Two Thousand and No/100 Dollars (\$72,000.00) from Bernard Yomtov ("Yomtov"). This indebtedness is evidenced by a promissory note dated January 14, 1994, in the original principal amount of Seventy Two Thousand and No/100 Dollars (\$72,000.00) (the "Indebtedness"). Alloy Cast Products, Inc. guaranteed the Indebtedness in the certain Guaranty Agreement in favor of Yomtov, dated January 14, 1994. To secure the Indebtedness, Alloy Cast Products, Inc. executed a mortgage dated as of January 14, 1994, and recorded on January 20, 1994, in the Probate Office of Shelby County, Alabama in Instrument # 1994-02101 (the "Mortgage").

**WHEREAS**, Alloy Cast Products, Inc. acquired fee simple title to the below described real property by that certain Deed of Correction as recorded in Deed Book 296, Page 900, in the Probate Office of Shelby County, Alabama, correcting the legal description of the property conveyed in the certain deed recorded in Deed Book 296, Page 375, in the Probate Office of Shelby County, Alabama; and

**WHEREAS**, the Mortgage provides for the power of sale in the event of default. Before commencing foreclosure proceedings, Yomtov provided reasonable notice to the owner of the below described real property; and

**WHEREAS**, default was made in the payment of the Indebtedness secured by said Mortgage, and Yomtov did declare the Indebtedness secured by said Mortgage due and payable and did give due and proper notice in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, once a week for three consecutive weeks prior to the sale that Yomtov would sell in payment of the Indebtedness in satisfaction of the Mortgage, the below described real property at public outcry for cash to the highest bidder; and

**WHEREAS**, on February 6, 2007, 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 Yomtov did offer for sale and sell at public outcry in front of the Courthouse at Shelby County, Alabama, the real property hereinafter described; and

**WHEREAS**, Aaron D. Vansant, was the Auctioneer who conducted said foreclosure sale and



was the person conducting said sale as Attorney-in-Fact for Yomtov; and

**WHEREAS**, the highest and best bid for the below described real property was the bid of **ALLEASE, INC.** in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00), which sum of money Yomtov credited to the unpaid Indebtedness secured by said Mortgage and the attorneys' fees and other costs associated with the foreclosure sale.

**NOW, THEREFORE**, Yomtov by and through Aaron D. Vansant, as Auctioneer conducting said sale as Attorney-in-Fact for Yomtov does hereby grant, bargain, sell and convey unto **ALLEASE, INC.**, the following described real property situated in Shelby County, Alabama, to wit:

**Parcel No. 1:**

Commence at a point which lies 225.07 feet North of the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama, and run in a Southerly direction along the West line of said 1/4-1/4 section a distance of 225.07 feet to the Southwest corner of said 1/4-1/4 section; thence deflect  $39^{\circ} 28' 40''$  and run to the left in a Southeasterly direction a distance of 614.82 feet to a point on the Northwesterly right-of-way of Norfolk Southern Railroad; thence deflect  $84^{\circ} 24' 27''$  and run to the left in a Northeasterly direction along said right-of-way a distance of 370.61 feet to the POINT OF BEGINNING of the herein described parcel; thence deflect  $86^{\circ} 00' 58''$  and run to the left in a Northwesterly direction a distance of 405.76 feet to a point on the Easterly right-of-way of Industrial Drive; thence turn an interior angle of  $135^{\circ} 22' 44''$  and run to the right in a Northeasterly direction along the Easterly right-of-way of Industrial Drive a distance of 305.95 feet to the PC of a curve to the right; thence run along the arc of said curve to the right having a central angle of  $40^{\circ} 03' 34''$  and a radius of 320.00 feet in a Northeasterly direction and along said right-of-way a distance of 223.73 feet to a point; thence turn an interior angle of  $62^{\circ} 25' 39''$  from the tangent of last described curve and run to the right in a Southerly direction a distance of 181.40 feet to a point; thence turn an interior angle of  $193^{\circ} 21' 12''$  and run to the left in a Southeasterly direction a distance of 534.82 feet to a point on the Northwesterly right-of-way of Norfolk Southern Railroad; thence turn an interior angle of  $105^{\circ} 25' 13''$  to the tangent of a curve to the right have a central angle of  $2^{\circ} 32' 12''$  and a radius of 2935.75 feet and run to the right along the arc of said curve and along said right-of-way in a Southwesterly direction a distance of 129.98 feet to a point; thence, run tangent to last described curve in a Southwesterly direction and along said right-of-way a distance of 132.47 feet to the point of beginning of the herein described parcel; containing 4.06 acres, more or less.

**Parcel No. 2:**

Commence at a point which lies 225.07 feet North of the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama and run in a Southerly direction along the West line of said 1/4-1/4 section a distance of 225.07 feet to the Southwest corner of said 1/4-1/4 section; thence deflect  $39^{\circ} 28' 40''$  and run to the left in a Southeasterly direction a distance of 614.82 feet to a point on the Northwesterly right-of-way of Norfolk Southern Railroad; thence deflect  $84^{\circ} 24' 27''$  and run to the left in a Northeasterly direction along said right-of-way a distance of 503.08 feet to the point of beginning of a curve to the left; thence run along the arc of said curve to the left having a central angle of  $2^{\circ} 32' 12''$  and a radius of 2935.75 feet in a Northeasterly direction along said right-of-way a distance of 129.98 feet to the POINT OF BEGINNING of the herein described parcel; thence deflect  $74^{\circ} 34' 47''$  from the tangent of last described curve and run to the left in a Northwesterly direction a distance of 534.82 feet to a point; thence turn an interior angle of  $166^{\circ} 38' 48''$  and run to the right in a Northerly direction a distance of 181.40 feet to a point on the Southerly right-of-way of Industrial Drive; thence turn an interior angle of  $117^{\circ} 34' 21''$  to the tangent of a curve to the right having a central angle of  $6^{\circ} 54' 06''$  and a radius of 320.00 feet and



run to the right along the arc of said curve in a Northeasterly direction and along the Southerly right of way of Industrial Drive a distance of 38.55 feet to a point of compound curvature; thence run along the arc of a curve to the right having a central angle of 18° 33'00" and a radius of 635.00 feet in a Northeasterly direction and along said right-of-way a distance of 205.59 feet to a point; thence turn an interior angle of 95° 31'18" from the tangent of last described curve and run to the right in a Southerly direction a distance of 644.56 feet to a point on the Northwestern right-of-way of Norfolk Southern Railroad; thence turn an interior angle of 115° 38'30" to the tangent of a curve to the right having a central angle of 4° 30'40" and a radius of 2935.75 feet and run to the right along the arc of said curve in a Southwesterly direction along said right-of-way a distance of 231.14 feet to the point of beginning of the herein described parcel; containing 3.86 acres, more or less.


And the said Yomtov does not warrant title to the above described property; rather the said Yomtov warrants only that he is the owner of the above described Indebtedness and Mortgage.

The purchaser hereby covenants and agrees that the above-described property is being conveyed herein on an "AS IS, WHERE IS" basis, with all faults and defects, latent or otherwise, and that Yomtov is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the above-described property, the property's habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the property that could give rise to a claim for personal injury, property or natural resource damages, the presence of hazardous or toxic substances, materials or wastes, contaminants or pollutants.

The above described property is conveyed subject to any unpaid taxes, easements, encumbrances, exceptions, and other matters contained in the records of the Probate Office of Shelby County, Alabama.

**TO HAVE AND TO HOLD** the above-described property unto **ALLEASE, INC.**, 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 and the United States.

**IN WITNESS WHEREOF**, Aaron D. Vansant has caused this instrument to be executed by him as Auctioneer conducting said sale, and as Attorney-in-Fact for **Bernard Yomtov**, and has hereto set his hand and seal on this 6<sup>th</sup> day of February, 2007.

  
\_\_\_\_\_  
Aaron D. Vansant, as Auctioneer and Attorney-in-Fact for **Bernard Yomtov**

[Acknowledgement on following page.]



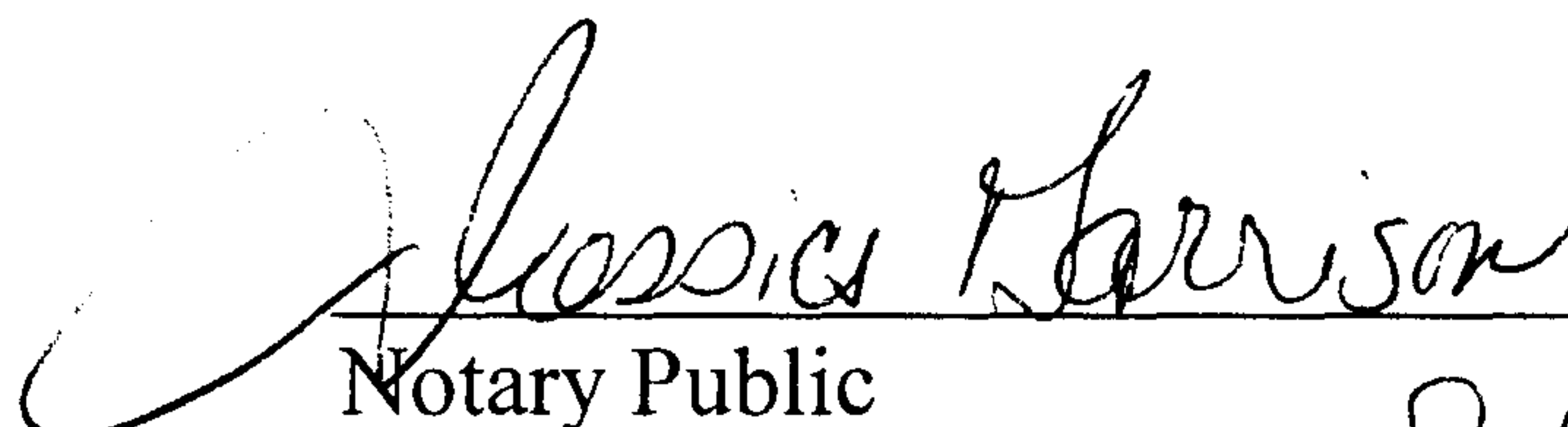
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Shelby Cnty Judge of Probate, AL  
02/06/2007 04:02:41PM FILED/CERT

STATE OF ALABAMA     )  
SHELBY COUNTY        )

I, the undersigned, a Notary Public for the State of Alabama, and said County, hereby certify that Aaron D. Vansant, whose name as Auctioneer and Attorney-in-Fact for **Bernard Yomtov**, 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 said Auctioneer and Attorney-in-Fact, and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 6<sup>th</sup> day of February, 2007.

[SEAL]

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 8-17-09

Shelby County, AL 02/06/2007  
State of Alabama

Deed Tax: \$100.00