


This Instrument Prepared by:  
Timothy D. Davis, Esq.  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35203  
(205) 930-5100

  
20090821000322530 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
08/21/2009 12:35:50 PM FILED/CERT

**MORTGAGE FORECLOSURE DEED**

STATE OF ALABAMA        )  
                                  :  
SHELBY COUNTY            )

KNOW ALL MEN BY THESE PRESENTS: That Mularski Development, LLC, an Alabama limited liability company ("Mortgagor") did on, to-wit, May 3, 2006, execute a Mortgage and Security Agreement in favor of Frontier Bank, a Georgia banking corporation ("Frontier Bank" or "Mortgagee"), which instrument was filed for record on May 3, 2006, in Document No. 20060503000208430 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, default was made in the payment of the indebtedness secured by said Mortgage and said Mortgagee did declare all of the indebtedness secured by said Mortgage due and payable and did give due and proper notice of the foreclosure of said Mortgage, in accordance with the terms thereof, by publication in the *Shelby County Reporter*, a newspaper of general circulation published in Shelby County, Alabama, in its issues of July 29, 2009, August 5, 2009, and August 12, 2009; and

WHEREAS, on August 21, 2009, 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 Mortgagee did offer for sale and did sell at public outcry in front of the main entrance of the Shelby County, Alabama Courthouse in the City of Columbiana, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid for cash obtained for the property described in the aforementioned Mortgage was the bid of the Mortgagee in the amount of One Hundred Ninety-One Thousand Two Hundred Fifty and No/100 Dollars (\$191,250.00), which sum the said Mortgagee offered to credit on the indebtedness secured by said Mortgage, and said property was thereupon sold to the said Mortgagee; and

WHEREAS, said Mortgage expressly authorized the Mortgagee to bid at the sale and purchase said property, if the highest bidder therefor, and authorized the Mortgagee or Auctioneer or any person conducting said sale for the Mortgagee to execute to the purchaser at said sale a deed to the property purchased.

NOW, THEREFORE, in consideration of the premises and a credit of One Hundred Ninety-One Thousand Two Hundred Fifty and No/100 Dollars (\$191,250.00) on the indebtedness secured by said Mortgage, the said Mortgagee, acting by and through Cheryl H. Oswalt, as Auctioneer and the person conducting the said sale for the Mortgagee or Transferee of Mortgagee, does hereby grant, bargain, sell and convey unto Frontier Bank, a Georgia banking corporation, all of Mortgagee's right, title and interest in and to the following described real estate situated in Shelby County, Alabama, to-wit:



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Commence at the NE corner of the SE 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 1 West of the Huntsville Meridian; Proceed south along the east line of said 1/4-1/4 section for a distance of 501 feet to the southerly right of way of Old Highway 280 (formerly known as "Florida Short Route"); turn an angle to the right of 85 degrees 48 minutes 59 seconds and proceed along said right of way for a distance of 350 feet to the point of beginning; turn an angle to the left of 85 degrees 48 minutes 59 seconds and proceed for a distance of 420.00 feet; turn an angle to the right of 85 degrees 48 minutes 59 seconds and proceed for a distance of 210.00 feet; turn an angle to the right of 94 degrees 11 minutes 01 seconds and proceed for a distance of 420.00 feet to said right of way; turn an angle to the right of 85 degrees 48 minutes 59 seconds and proceed along said right of way for a distance of 210.00 feet to the point of beginning.

Less and except any portion of subject. property lying within a road right of way.

Together with all rights, privileges, easements, tenements, interests, improvements, and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises herein described.

TO HAVE AND TO HOLD the above-described property unto the said Frontier Bank, its successors and assigns, forever; subject, however to any and all prior liens and encumbrances, the rights of way, easements and restrictions of record in the Office of the Judge of Probate of Shelby County, Alabama, existing assessments, the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, and any taxes which may be due.


IN WITNESS WHEREOF, the said Mortgagee has caused this instrument to be executed by Cheryl H. Oswalt, as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and in witness whereof the said Cheryl H. Oswalt has executed this instrument in her capacity as such Auctioneer on the 21st day of August, 2009.

FRONTIER BANK  
Mortgagee or Transferee of Mortgagee

By: Cheryl H. Oswalt  
Cheryl H. Oswalt, as Auctioneer and the person  
conducting said sale for the Mortgagee or Transferee of  
Mortgagee

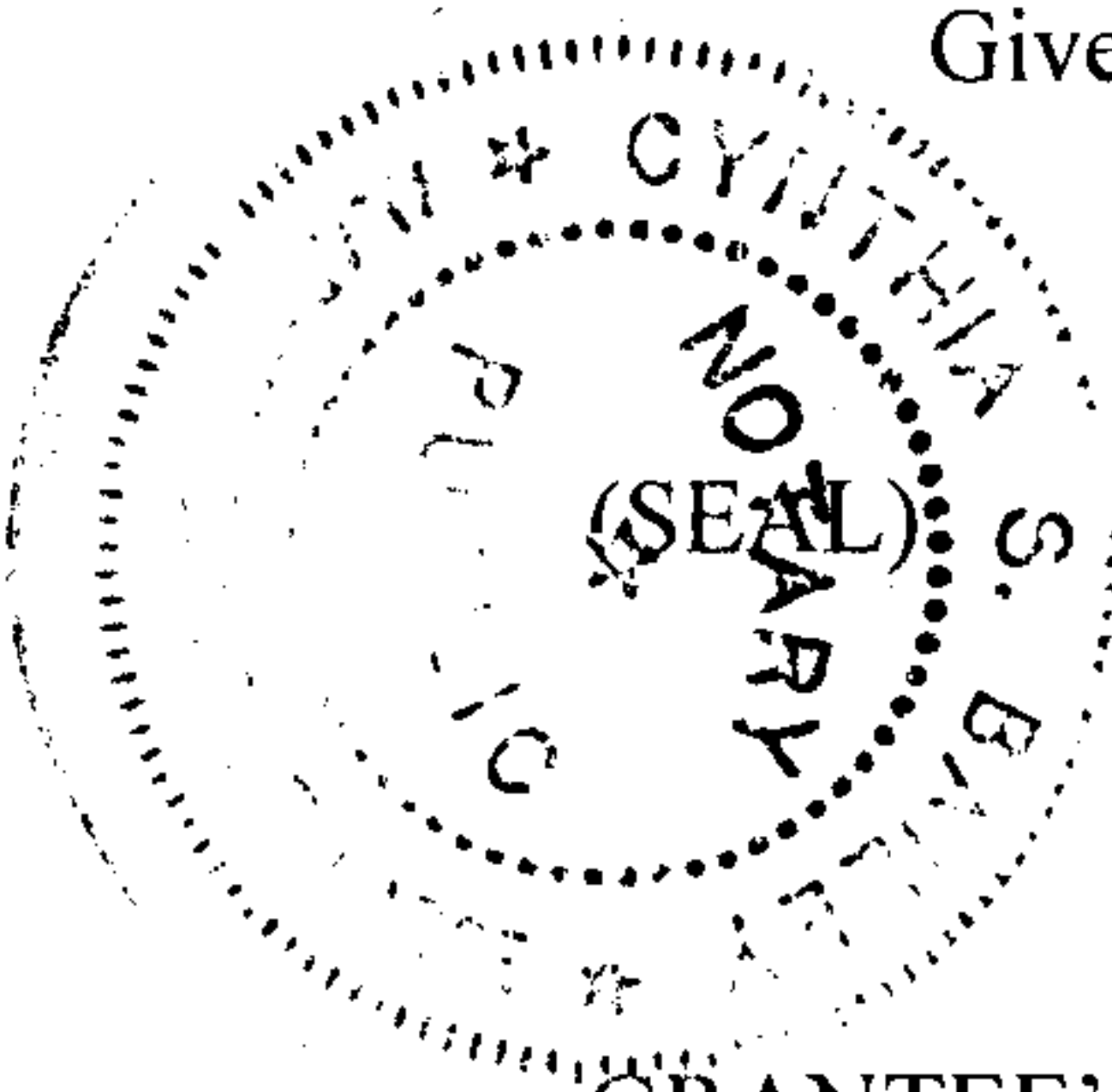


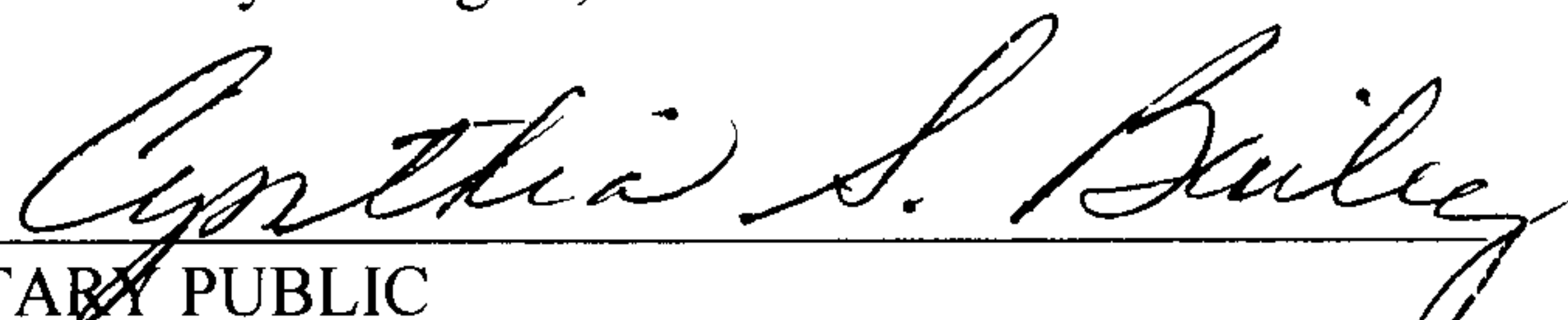
STATE OF ALABAMA       )  
                                  :  
COUNTY OF JEFFERSON    )

  
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I, Cynthia S. Bailey, a Notary Public in and for said State and County, hereby certify that Cheryl H. Oswalt, whose name as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of 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 the conveyance, she, in her capacity as such Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and with full authority, executed said conveyance voluntarily on the day the same bears date.

Given under my hand and official seal this the 21st day of August, 2009.



  
NOTARY PUBLIC  
My Commission Expires: **MY COMMISSION EXPIRES JANUARY 24, 2012**

GRANTEE'S ADDRESS:

Frontier Bank  
43 North Broadway Avenue  
Sylacauga, Alabama 35150  
Attention: John M. Nicholson