

This Instrument Prepared by:
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Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35203
(205) 930-5132

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
 :
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That KDR Construction, LLC, an Alabama limited liability company ("Mortgagor") did on, to-wit, October 10, 2001, execute a Mortgage and Security Agreement in favor of Frontier Bank, a Georgia banking corporation, successor by conversion to Frontier National Bank ("Frontier Bank" or "Mortgagee"), which instrument was filed for record on October 17, 2001, in Instrument No. 2001-45015 in the Office of the Judge of Probate of Shelby County, Alabama (the "Recording Office"), and was subsequently amended by that certain Amendment to Mortgage and Security Agreement dated January 30, 2009, and filed for record on February 24, 2009, in Instrument No. 20090224000065130 in the Recording Office (as so amended, 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 published in Shelby County, Alabama, in its issues of January 12, 2011, January 19, 2011, and January 26, 2011; and

WHEREAS, on February 4, 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 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 Nine Hundred Seventy-Five Thousand and No/100 Dollars (\$975,000.00), 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 Nine Hundred Seventy-Five Thousand and No/100 Dollars (\$975,000.00) 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:

Lot 3, according to the survey of Eagle Point Office Park, as recorded in Map Book 26, Page 2 in the Probate Office of Shelby County, Alabama.

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 4th day of February, 2011.

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)

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 4th day of February, 2011.

(SEAL)

Cynthia S. Bailey
NOTARY PUBLIC MY COMMISSION EXPIRES JANUARY 24, 2012
My Commission Expires: _____

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

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Shelby Cnty Judge of Probate, AL
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