

INSTRUMENT PREPARED BY:  
Mitchell A. Spears  
Attorney at Law  
P.O. Box 119  
Montevallo, AL 35115  
205-665-5076

SEND TAX NOTICE TO:  
Central State Bank  
P.O. Box 180  
Calera, AL 35040

**CORRECTIVE**  
**MORTGAGE FORECLOSURE DEED**


STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

KNOW ALL MEN BY THESE PRESENTS, that;

WHEREAS, certain Mortgages, for the purpose of securing indebtedness, were executed by BILLY E. SMITH (a/k/a Billy E. Smith, Jr.) and wife, CAROL HARRISON SMITH (a/k/a Carol H. Smith) (the "Mortgagor" therein, whether one or more), dated January 16, 2003 and recorded in Instrument Number 20030117000034080; dated November 30, 2005 and recorded in Instrument Number 2005121200064221; and corrected and re-recorded in Instrument Number 20060206000061040; and Mortgage Modification recorded in Instrument Number 20060918000462190 (Parcel II), and Mortgage dated August 1, 2012 and recorded in Instrument Number 20120814000300550 (Parcel I), in the Office of the Judge of Probate of Shelby County, State of Alabama, and;

WHEREAS, default has been made in the payment of the indebtedness secured by said mortgage deed and amendments, and whereas, in and by said mortgage deed and amendments, the Mortgagee therein named was authorized and empowered upon such default in the payment of the principal sum secured by said mortgage deed and amendments, or the interest thereon, to sell said property to the highest bidder for cash in front of the Courthouse door, after having given due notice of the time, place, and terms of said sale by advertising as provided in said mortgage deed and amendments and upon making such sale to execute to the purchaser a good and sufficient deed conveying said real estate; and;

WHEREAS, there has been such default and the notice of the time, place, and terms of the said sale have been advertised for three (3) consecutive weeks in the SHELBY COUNTY REPORTER, a newspaper published in the CITY OF COLUMBIANA, SHELBY COUNTY, ALABAMA and under the dates of March 12, 19 and 26, 2014, and the sale has been made at public auction in all respects as provided in said mortgage deed and in said notice on, to-wit; March 27, 2014, during the legal hours of sale in front of the Courthouse door in the City of Columbiana, Shelby County, State of Alabama, and at said sale CENTRAL STATE BANK was the highest bidder therefor, having bid and paid the sum of Three Hundred Twenty Nine Thousand Four Hundred Seventy Five and 00/100 (\$329,475.00) DOLLARS, which said amount constituted the last best and highest bid therefor;

  
20140506000135120 1/5 \$34.00  
Shelby Cnty Judge of Probate, AL  
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NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Three Hundred Twenty Nine Thousand Four Hundred Seventy Five and 00/100 (\$329,475.00) DOLLARS, in hand paid by CENTRAL STATE BANK, receipt of which is hereby acknowledged, the said Mortgagee, acting by and through MITCHELL A. SPEARS, ATTORNEY-IN-FACT and AUCTIONEER making the sale, who is duly authorized as such by said Mortgage and under the laws of Alabama; to execute a deed to the Purchaser does;

Give, Grant, Bargain, Sell and Convey unto the said CENTRAL STATE BANK, its successors, and assigns, all right, title and interest of Billy E. Smith (a/k/a Billy E. Smith, Jr.) and Carol Harrison Smith (a/k/a Carol H. Smith) in and to the of real property hereinafter described, subject to any taxes, or improvement assessments that may be liens, and subject to the statutory right of redemption expiring one year after March 27, 2014, and subject to existing liens, if any, which might adversely affect title to the subject property, situated in Shelby County, Alabama, to-wit:

PARCEL I:

Lot 230, according to the survey of Yellowleaf Ridge Estates, Second Sector, as recorded in Map Book 21, Page 93 A, B & C, in the Probate Office of Shelby County, Alabama.

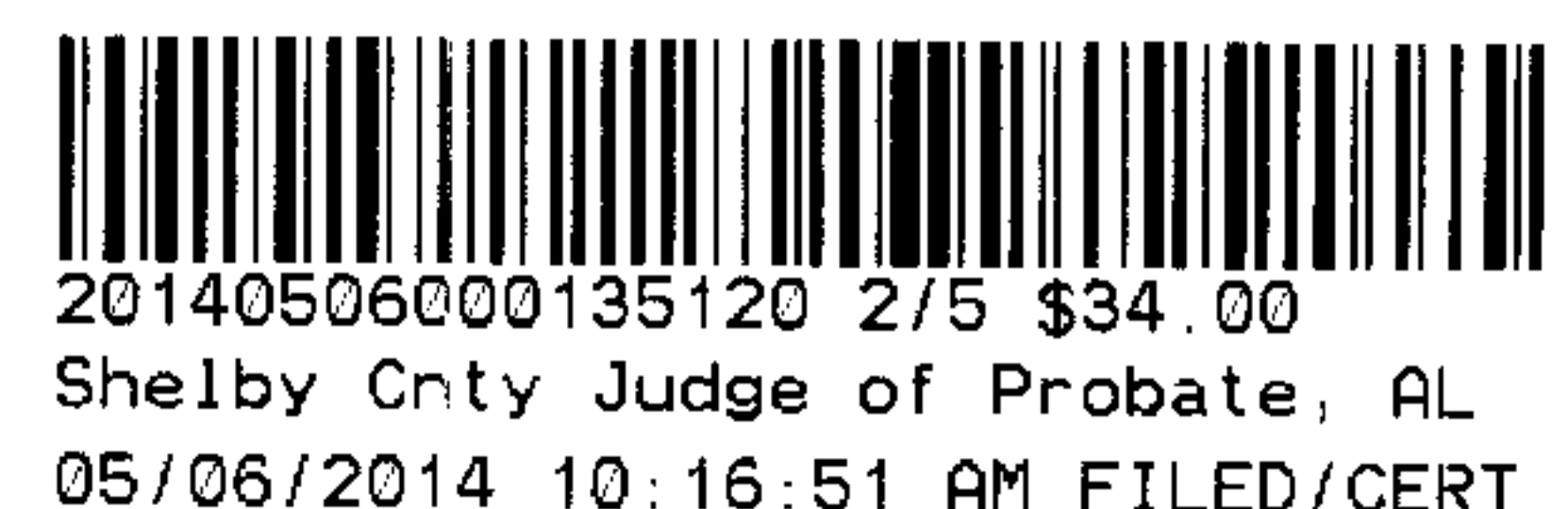
PARCEL II:

The Southeast Quarter of the Northeast Quarter of Section 34, Township 20, Range 2 West, Shelby County, Alabama.

LESS AND EXCEPT:

A parcel of land situated in the SE ¼ of the NE ¼ of Section 34, Township 20 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows: Begin at the NE corner of above said ¼-¼, said point being the Point of Beginning; thence North 89 degrees 46 minutes 47 seconds West, a distance of 654.64 feet; thence South 07 degrees 10 minutes 12 seconds West, a distance of 1,331.89 feet; thence South 89 degrees 44 minutes 32 seconds East, a distance of 659.70 feet; thence North 00 degrees 02 minutes 52 seconds West a distance of 1,332.34 feet to the Point of Beginning.

A non-exclusive 30 foot Easement for ingress, egress and utilities 15 feet on either side of the centerline described as follows: Commence at the intersection of the centerline of CRESTROAD and RETREAT LANE as shown in the DECLARATION OF RESTRICTIVE COVENANTS FOR HIGH RIDGE LAKE as recorded in Inst. No.1997-39702 Probate Office of Shelby County, Alabama, thence proceed in a Westerly direction along said centerline as described in said Covenants to a point where said centerline meets the Westerly line of Tract 1, High Ridge Lake as shown on the Map and Survey of High Ridge Lake as recorded in Map Book 23, Page 65 A & B in the Probate Office of Shelby County, Alabama, which is the end of said Easement.



ALSO: A non-exclusive 30' Easement for ingress, egress and utilities over the following described piece of land, thirty (30) feet in width, located in the Northeast Quarter of the Northeast Quarter; Section 34 and the North ½ of Section 35, Township 20 South, Range 2 West, Shelby County, Alabama, and lying fifteen (15) feet either side of the following described centerline: Commence at the NE Corner of the SE ¼ of the NE ¼ of Section 34, Township 20 South, Range 2 West; thence North 89 degrees-46 minutes 47 seconds West and run a distance of 79.99 feet to the POINT of BEGINNING of the centerline of a 30 foot ingress and egress easement; thence North 69 degrees 58 minutes 40 seconds East a distance of 253.66 feet; thence South 84 degrees 15 minutes 09 seconds East a distance of 113.59 feet; thence South 46 degrees 33 minutes 47 seconds East a distance of 68.47 feet; thence South 77 degrees 25 minutes 34 seconds East a distance of 90.44 feet; thence North 88 degrees 36 minutes 16 seconds East a distance of 183.77 feet; thence North 89 degrees 34 minutes 03 seconds East a distance of 430.11 feet; thence South 88 degrees 33 minutes East a distance of 296.44 feet; thence North 77 degrees 00 minutes 26 seconds East a distance of 243.12 feet; thence North 89 degrees 51 minutes 11 seconds East a distance of 255.91 feet; thence S 63 degrees 40 minutes 53 seconds East a distance of 139.56 feet; thence South 76 degrees 05 minutes 15 seconds East a distance of 150.58 feet; thence North 85 degrees 19 minutes 45 seconds East a distance of 321.25 feet; thence North 87 degrees 01 minute 08 seconds East a distance of 881.05 feet; thence North 70 degrees 26 minutes 19 seconds East a distance of 229.47 feet; thence North 77 degrees 55 minutes 32 seconds East a distance of 58.63 feet; thence North 83 degrees 06 minutes 03 seconds East a distance of 301.93 feet; thence North 65 degrees 13 minutes 03 seconds East a distance of 203.63 feet; thence North 77 degrees 41 minutes 36 seconds East a distance of 292.26 feet; thence South 85 degrees 52 minutes 27 seconds East a distance of 245.97 feet; thence North 85 degrees 07 minutes 12 seconds East a distance of 240.76 feet; thence South 50 degrees 20 minutes 12 seconds East a distance of 102.64 feet to the centerline of an unnamed county road (40 foot R.O.W) said point being the end of said easement.

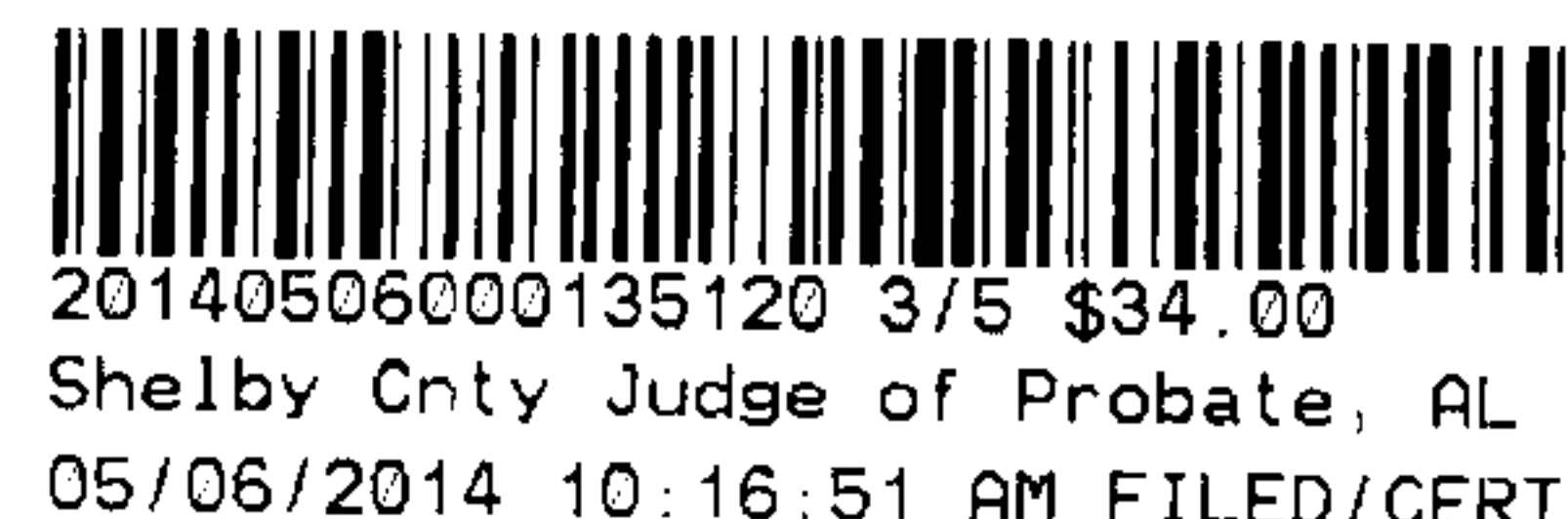
TO HAVE AND TO HOLD, unto the said CENTRAL STATE BANK and its heirs, successors and assigns forever.

#### **AFFIDAVIT OF SCRIVENER**

Comes now Mitchell A. Spears, as "Scrivener" within the body of this Corrective Deed, and after first having been duly sworn, said Scrivener does hereby depose and say as follows:

1. Scrivener has personal knowledge of the facts stated herein, is over the age of 19 years and is competent to execute this affidavit, and is a licensed practicing attorney who is in good standing with the Alabama Bar Association.

2. On March 27, 2014, Scrivener, as attorney and auctioneer for Central State Bank (Mortgagee), executed a Mortgage Foreclosure Deed in favor of said bank, same of which was recorded in the office of the Probate Judge, Shelby County, Alabama, at Instrument number 20140327000085900. For the legal description of Parcel II of the real property which was described in the Mortgage Foreclosure Deed, Scrivener obtained said legal description from a re-recorded mortgage at Instrument Number



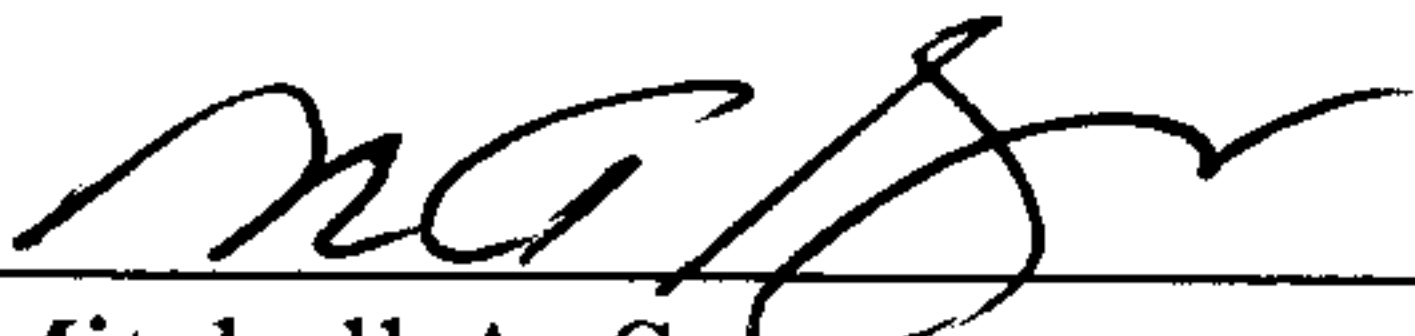
20060206000061040 in said Probate Office, and said Instrument failed to describe any easement. This was one of the several mortgages upon which Scrivener effectuated the mortgage foreclosure sale on behalf of Central State Bank.

3. Among other mortgages upon which Scrivener foreclosed, there was a mortgage recorded at Instrument Number 20030117000034080, in said Probate Office, which mortgage did describe two non-exclusive 30 foot easements, which are now described within this Corrective Mortgage Foreclosure Deed and included as portions of the real property upon which Scrivener originally foreclosed for the benefit of his client, Central State Bank.

4. The purpose of this affidavit is to establish that the easement descriptions hereinabove described constitute part and parcel of the 2003 mortgage upon which Scrivener foreclosed for the benefit of his client, pursuant to the Instrument Number hereinabove referenced.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set its hand and seal this 5th, day of May, 2014, by and through Mitchell A. Spears acting herein as Mortgagee's attorney-in-fact and as auctioneer.

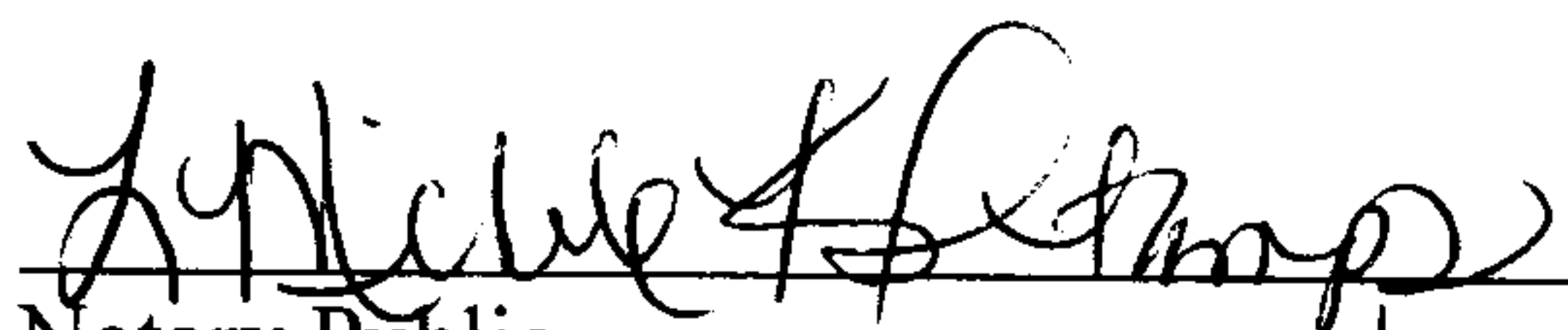
CENTRAL STATE BANK


  
By: Mitchell A. Spears  
Attorney-in-Fact and Auctioneer

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Mitchell A. Spears, whose name as Attorney-in-Fact and Auctioneer 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 Attorney-in-Fact and as Auctioneer, with full authority, and in the name as the act of Central State Bank, as Mortgagee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of May, 2014.

  
Notary Public  
My commission expires: 5/17/2015

  
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Shelby Cnty Judge of Probate, AL  
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## Real Estate Sales Validation Form

Form RT-1

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Billy E. Smith, et al  
Mailing Address 4962 Hickory Shores Blvd.  
Gulf Breeze, FL 32563

Grantee's Name Central State Bank  
Mailing Address P. O. Box 180  
Calera, AL 35040

Property Address N/A

Date of Sale N/A

Total Purchase Price \$329,475.00

Or

Actual Value \$                     

Or

Assessor's Market Value \$                     

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

           Bill of Sale  
           Sales Contract  
           Closing Statement

           Appraisal  
  X   Other Purchased by Mortgagee at Mortgage  
Foreclosure Sale

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

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Instructions

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available.

Date of Sale – the date on which interest to the property was conveyed.

Total purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value- if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Print Mitchell A. Spears

Dated: May 5, 2014

Sign   
(Grantor/Grantee/Owner/Agent) circle one



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