



20220112000014520 1/3 \$33.00  
Shelby Cnty Judge of Probate, AL  
01/12/2022 01:58:29 PM FILED/CERT

Address of Grantor(s):  
584 Meadow Lake Farms  
Calera, AL 35040

Address of Grantee(s) and address for tax statement:  
309 Hwy 310  
Calera, AL 35040

Property Address:  
584 Meadow Lake Farms  
Calera, AL 35040

By executing this instrument, the undersigned certifies that the consideration referred to herein is the total purchase price or the actual cash value of the property being conveyed and this certification is made pursuant to and in compliance with § 40-22-1, Code of Alabama 1975. The undersigned further understands that any false statement as to purchase price or actual cash value may result in the imposition of a penalty as prescribed in § 40-22-1(h) Code of Alabama, 1975.

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Unless separately contracted, the draftsman makes no warranties as to the sufficiency of the interest conveyed.

The property street address given above is for informational purposes only and is not intended to, in any way, amend, alter, enlarge, or minimize the legal description described hereinabove and any ambiguity, conflict, or inconsistencies between the said address and the following legal description shall be governed by the legal description.

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## **STATE OF ALABAMA – SHELBY COUNTY - MORTGAGE FORECLOSURE DEED JOINT TENANTS WITH REMAINDER TO SURVIVOR**

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KNOW ALL MEN BY THESE PRESENTS, that whereas, on January 28, 2009, Werner H. Beiersdoerfer, a married man, hereinafter MORTGAGOR, executed a certain mortgage on the property hereinafter described, to The Hometown Bank of Alabama, a corporation, hereinafter referred to as MORTGAGEE, and which said mortgage is recorded January 28, 2009, in Instrument Number 20090130000029640, re-recorded for correction on February 8th, 2010, in Instrument No. 20100208000038400 and modified by Modification Agreement, February 8th, 2010, in Instrument No. 20100208000038410, all in the probate records of Shelby County, Alabama; and,

WHEREAS, in and by said mortgages as modified, the MORTGAGEE was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell the hereinbelow described property before the County Courthouse door in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some newspaper of general circulation, published in said county, by publication once a week for three successive weeks prior to sale at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the MORTGAGEE or any person conducting said sale for the MORTGAGEE was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the MORTGAGEE may bid at the sale and purchase said property as the highest bidder therefore and,

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said MORTGAGEE did declare all of the indebtedness secured by said mortgage, due and payable and said MORTGAGEE, pursuant to foreclosure as therein provided, did give due and proper notice of the foreclosure of said mortgage by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of October 10, 2021, October 17, 2021 and October 24, 2021.



WHEREAS, on November 10, 2021, during the legal hours of sale, the day on which the foreclosure was due to be held under the terms of said notice, said foreclosure was duly and properly conducted, and the mortgagee did offer for sale and sell at public outcry before the County Courthouse door in the City of Columbiana in Shelby County, Alabama, the property hereinafter described; and,

WHEREAS, DAVID LEE JONES, was the auctioneer who conducted said foreclosure sale.

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of David Comer and Christina Comer, herein GRANTEE, in the amount of Two Hundred Twenty Seven Thousand and no/100 Dollars (\$227,000.00), hereinafter "BID AMOUNT", and said property was thereupon sold to the said GRANTEE.

NOW THEREFORE, in consideration of the premises and BID AMOUNT, DAVID LEE JONES, as attorney in fact for the MORTGAGOR and as auctioneer conducting said sale and attorney for the MORTGAGEE, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said GRANTEE, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described property located in Shelby County, Alabama, to-wit:

The Northeast Quarter of the Northeast Quarter of Section 10 Township 22 South Range 2 West, situated in Shelby County, Alabama. (w2j/31298)

TO HAVE AND TO HOLD the above described property unto the said GRANTEE, as aforesaid, subject, however, to any and all rights outstanding by reason of the statutory right of redemption from the foreclosure on the part of those entitled to redeem as provided by the Laws of the State of Alabama. No word, words, or provisions of this instrument are intended to operate as or imply covenant of warranty. This conveyance is made subject to unpaid taxes due October 1, 2021 and October 1, 2022, subject to a Declaration and Agreement of Easement recorded October 20th, 2011, in Instrument No 2011020000312550. Oil and Gas Lease to Gulf States Paper Corp and Atlantic Richfield Company record in Book 324, Page 397. Reservation of all oil, gas and minerals and mineral and mining rights as reserved in Deed from The Westervelt Company Inc, to Werner H. Beiersdoerfer recorded in Instrument No 200901300000299630, and assessments if any, and title to all minerals, mining privileges, previous mortgages, if any, easements, encroachments, unrecorded leases, if any, rights of way, road or otherwise, restrictions and covenants of record.

IN WITNESS WHEREOF, the parties have caused their name to be signed by and through DAVID LEE JONES, as attorney in fact for the MORTGAGOR and as auctioneer conducting said sale and attorney for MORTGAGEE, who has hereunto set his/her hand on this the 16th day of December, 2021.

MORTGAGOR:

BY: DAVID LEE JONES, AS  
ATTORNEY IN FACT  
FOR MORTGAGOR

MORTGAGEE:

BY: DAVID LEE JONES, AUCTIONEER  
CONDUCTING SAID SALE AND ATTORNEY FOR  
MORTGAGEE



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STATE OF ALABAMA )

MARSHALL COUNTY )

ACKNOWLEDGMENT FOR PERSON IN  
REPRESENTATIVE CAPACITY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that DAVID LEE JONES, whose name as attorney in fact for the MORTGAGOR and as auctioneer conducting said sale and ATTORNEY for MORTGAGEE, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he, in his capacity as such, Attorney in Fact, Attorney for Mortgagee and Auctioneer, executed the same voluntarily and on the day the same bears date.

GIVEN under my hand on this the 16<sup>th</sup> day of November, 2021.

  
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NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

This instrument prepared by  
DAVID LEE JONES, attorney  
JONES & CAMERON LLC  
Email: david@jmcgville.com  
2305 Worth St., P.O. Box 940  
Guntersville, AL 35976  
(256) 582-0588

