

1143 MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That Riverchase Office Plaza Company, an Alabama General Partnership, did, on, to-wit, August 11, 1978, execute a mortgage to Birmingham Trust National Bank, which mortgage is recorded in Real Property Book 382, Page 01 et seq., in the Office of the Judge of Probate of Shelby County, Alabama, and subsequently assigned to The Equitable Life Assurance Society of the United States, by that document recorded in Misc. Book 28, Page 730 et seq., in the aforesaid probate office; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and the said The Equitable Life Assurance Society of the United States 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 26, August 2, and August 9, 1989; and

WHEREAS, on August 28, 1989, 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 The Equitable Life Assurance Society of the United States did offer for sale and did sell at public outcry, in front of the courthouse door of the Shelby County, Alabama, Courthouse in the City of Columbiana, Alabama, the property hereinafter described, to wit:

Commence at the Southwest corner of Section 19, thence North along the West line of said section 1,631.08 feet; thence 90 degrees 00' 00" right, 1,003.63 feet to the point of beginning, said point also being on the West right-of-way of a proposed road; thence 74 degrees 32' 08" right, to the tangent of a curve to the left, said curve having a central angle of 02 degrees 15' 11" and a radius of 770.00 feet; thence follow the arc of said curve and right-of-way 30.28 feet; thence tangent to said curve and along said right-of-way 60.07 feet to a curve to the right, said curve having a central angle of 16 degrees 15' 02" and a radius of 670.00 feet; thence follow the arc of said curve 190.03 feet; thence 91 degrees 27' 43" right and leaving said right-of-way 32.24 feet; thence 43 degrees 43' 54" left, 38.34 feet; thence 46 degrees 16' 06" left, 20.00 feet; thence 80 degrees 17' 34" right, 267.39 feet; thence 91 degrees 15' 50" right, 48.34 feet; thence 87 degrees 58' 03" right, 15.00 feet; thence 93 degrees 19' 21" left, 20.00 feet; thence 90 degrees 00' 00" right, 14.00 feet; thence 90 degrees 00' 00" left, 65.00 feet; thence 90 degrees 00' 00" left, 14.00 feet; thence 90 degrees 00' 00" right, 18.00 feet; thence 90 degrees 00' 00" left, 30.00 feet; thence 82 degrees 01' 19" right, 64.19 feet; thence 64 degrees 28' 55" right, 46.66 feet; thence 24 degrees 24' 58" right, 172.02 feet; thence 00 degrees 57' 52" left, 134.44 feet; thence 08 degrees 23' 01" right, 22.63 feet to the point of beginning and containing 2.10 acres, more or less.

Subject to those two ingress and egress easements particularly described on Schedule "A" which is attached hereto and made a part hereof.

and;

WHEREAS, the highest and best bid for cash obtained for the property described in the aforementioned mortgage was the bid of The Equitable Life Assurance Society of the United States, in the amount of Six Hundred Sixty-Five Thousand Eight Hundred Two and No/100 Dollars (\$665,802.00), which sum the said The Equitable Life Assurance Society of the United States offered to credit on the indebtedness secured by said mortgage, and said property was thereupon sold to the said The Equitable Life Assurance Society of the United States; 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 the said sale a deed to the property so purchased;

NOW, THEREFORE, in consideration of the premises and of Six Hundred Sixty-Five Thousand Eight Hundred Two and No/100 Dollars (\$665,802.00), cash credited against the indebtedness secured by said mortgage, the said Riverchase Office Plaza Company, an Alabama General Partnership, acting by and through the said The Equitable Life Assurance Society of the United States, by Romaine S. Scott, III, as auctioneer and the person conducting the said sale for the Mortgagee or Transferee of Mortgagee, and the said The Equitable Life Assurance Society of the United States, by Romaine S. Scott, III, as said auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and Romaine S. Scott, III, as said auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, do hereby grant, bargain, sell and convey unto The Equitable Life Assurance Society of the United States, the following described real estate situated in Shelby County, Alabama, to-wit:

Commence at the Southwest corner of Section 19, thence North along the West line of said section 1,631.08 feet; thence 90 degrees 00' 00" right, 1,003.63 feet to the point of beginning, said point also being on the West right-of-way of a proposed road; thence 74 degrees 32' 08" right, to the tangent of a curve to the left, said curve having a central angle of 02 degrees 15' 11" and a radius of 770.00 feet; thence follow the arc of said curve and right-of-way 30.28 feet; thence tangent

Dalch, Birmingham

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to said curve and along said right-of-way 50.07 feet to a curve to the right, said curve having a central angle of 15 degrees 15' 02" and a radius of 670.00 feet; thence follow the arc of said curve 190.02 feet; thence 91 degrees 27' 43" right and leaving said right-of-way 32.24 feet; thence 43 degrees 43' 54" left, 38.34 feet; thence 46 degrees 16' 06" left, 20.00 feet; thence 80 degrees 17' 34" right, 267.39 feet; thence 91 degrees 15' 50" right, 48.34 feet; thence 87 degrees 58' 03" right, 15.00 feet; thence 93 degrees 19' 21" left, 20.00 feet; thence 90 degrees 00' 00" right, 14.00 feet; thence 90 degrees 00' 00" left, 65.00 feet; thence 90 degrees 00' 00" left, 14.00 feet; thence 90 degrees 00' 00" right, 18.00 feet; thence 90 degrees 00' 00" left, 30.00 feet; thence 82 degrees 01' 19" right, 64.19 feet; thence 64 degrees 28' 55" right, 46.66 feet; thence 24 degrees 24' 58" right, 172.02 feet; thence 00 degrees 57' 52" left, 134.44 feet; thence 08 degrees 23' 01" right, 22.63 feet to the point of beginning and containing 2.10 acres, more or less.

Subject to those two ingress and egress easements particularly described on Schedule "A" which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD THE above described property unto The Equitable Life Assurance Society of the United States, forever; subject, however, to the statutory rights of redemption on the part of those entitled to redeem and any taxes which may be due.

IN WITNESS WHEREOF, the said The Equitable Life Assurance Society of the United States, has caused this instrument to be executed by Romaine S. Scott, III, as auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and in witness whereof the said Romaine S. Scott, III, has executed this instrument in his capacity as such auctioneer on August 28, 1989.

Riverchase Office Plaza Company,
an Alabama General Partnership,
Mortgagors

By The Equitable Life Assurance Society of the
United States,
Mortgagee or Transferee of
Mortgagee

By R. S. Scott, III
Romaine S. Scott, III, as
Auctioneer and the person
conducting said sale for
the Mortgagee or Transferee
of Mortgagee

The Equitable Life Assurance Society of the United
States,
Mortgagee or Transferee of
Mortgagee

By R. S. Scott, III
Romaine S. Scott, III, as
Auctioneer and the person
conducting said sale for
the Mortgagee or Transferee
of Mortgagee

R. S. Scott, III
Romaine S. Scott, III, as
Auctioneer and the person
conducting said sale for
the Mortgagee or Transferee
of Mortgagee

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Sharon B. Rodgers, a Notary Public in and for said State and County, hereby certify that Romaine S. Scott, III, 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, he, in his capacity as such Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and with full authority executed this instrument voluntarily on the day that bears that same date.

Given under my hand and official seal this August 28, 1989.

Sharon B. Rodgers
NOTARY PUBLIC

Instrument prepared by:
Romaine S. Scott, III, Esquire
BALCH & BINGHAM
Post Office Box 306
Birmingham, Alabama 35201

GRANTEE'S ADDRESS:

Hayes Swann
The Equitable Life Assurance Society of the United States
5775-E Peachtree Dunwoody Road - Suite 500
Atlanta, Georgia

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INGRESS & EGRESS EASEMENT

THE FOLLOWING IS A LEGAL DESCRIPTION OF A 20.0 FOOT WIDE EGRESS EASEMENT, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 2 WEST; THENCE RUN NORTH ALONG THE WEST LINE OF SAID SECTION 1631.05 FEET; THENCE 90° 00' 00" RIGHT 1003.13 FEET TO THE RIGHT OF WAY OF A PROPOSED ROAD; THENCE RIGHT 74° 32' 00" TO THE TANGENT OF A CURVE TO THE LEFT SAID CURVE HAVING A CENTRAL ANGLE OF 02° 15' 11" AND A RADIUS OF 770.00 FEET; THENCE FOLLOW THE ARC OF SAID CURVE AND RIGHT OF WAY 30.25 FEET; THENCE AT TANGENT TO SAID CURVE AND ALONG SAID RIGHT OF WAY 54.14 FEET TO THE POINT OF BEGINNING; THENCE 95° 21' 00" RIGHT AND LEAVING SAID RIGHT OF WAY 16.51 FEET TO A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 90° 00' 00" AND A RADIUS OF 30.00 FEET; THENCE FOLLOW THE ARC OF SAID CURVE 42.12 FEET; THENCE AT TANGENT TO PRECEDING CURVE 155.00 FEET; THENCE 00° 10' 23" RIGHT 205.24 FEET TO THE WEST PROPERTY LINE OF PARCEL "A", THE END OF SAID EASEMENT.

INGRESS & EGRESS EASEMENT

THE FOLLOWING IS A LEGAL DESCRIPTION OF A 20.0 FOOT WIDE EGRESS EASEMENT, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 2 WEST; THENCE RUN NORTH ALONG THE WEST LINE OF SAID SECTION 1631.05 FEET; THENCE 90° 00' 00" RIGHT 1003.13 FEET TO THE RIGHT OF WAY OF A PROPOSED ROAD; THENCE RIGHT 74° 32' 00" TO THE TANGENT OF A CURVE TO THE LEFT SAID CURVE HAVING A CENTRAL ANGLE OF 02° 15' 11" AND A RADIUS OF 770.00 FEET; THENCE FOLLOW THE ARC OF SAID CURVE AND RIGHT OF WAY 30.25 FEET; THENCE AT TANGENT TO SAID CURVE AND ALONG SAID RIGHT OF WAY 54.14 FEET; THENCE 95° 21' 00" RIGHT AND LEAVING SAID RIGHT OF WAY 16.51 FEET TO A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 90° 00' 00" AND A RADIUS OF 30.00 FEET; THENCE FOLLOW THE ARC OF SAID CURVE 42.12 FEET; THENCE AT TANGENT TO PRECEDING CURVE 155.00 FEET; THENCE 00° 10' 23" RIGHT 144.55 FEET TO THE POINT OF BEGINNING; THENCE 00° 00' 00" LEFT 30.02 FEET TO THE SOUTH PROPERTY LINE OF PARCEL "A" AND THE END OF SAID EASEMENT.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 AUG 28 PM 4:27

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Schedule "A"

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NO TAX COLLECTED

1. Deed Tax	\$ 1.00
2. Mig. Tax	—
3. Recording Fee	10.00
4. Indexing Fee	3.00
TOTAL	15.00