

2015 REC 399

STATE OF ALABAMA)
SHELBY COUNTY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, Americare Centers Corporation (the "Borrower"), executed a certain Purchase Money Mortgage and Security Agreement (the "Mortgage") to Colonial Properties, Inc. (the "Lender") dated June 14, 1991, which said Mortgage was recorded on July 8, 1991 in Book 352, Page 193, in the Office of the Judge of Probate in Shelby County, Alabama; and

WHEREAS, it was provided by said Mortgage that in the event the said Borrower should fail to pay the indebtedness described in said Mortgage, or any portion thereof, the entire debt secured by said Mortgage should fall due at once, and the said Lender is authorized and empowered, under the terms of said Mortgage, to sell the property conveyed by said Mortgage at auction, for cash, at public outcry, between the legal hours of sale, at the Courthouse Door, in Shelby County, Alabama, by first giving notice thereof by publication once a week for three successive weeks in any newspaper published in Shelby County, and to execute proper conveyance to the purchaser; and

WHEREAS, default having been made in the payment of the indebtedness secured thereby, the entire debt secured by said Mortgage has become due and payable; and

WHEREAS, Lender, the owner of said Mortgage, did give notice by publication once a week for three successive weeks in the Shelby County Reporter, a newspaper published in the City of Columbiana, County of Shelby, State of Alabama, that it would, on the 3rd day of December, during the legal hours of sale, sell the property conveyed by said Mortgage at auction for cash at the courthouse door in Shelby County, Alabama, which said notice appeared in the said Shelby County Reporter in its issues of November 13, 20 and 27, 1991 and;

WHEREAS, it was provided in said Mortgage that Lender or any person conducting the sale for Lender is authorized and empowered to execute to the purchaser at said sale a deed to the premises so purchased; and

WHEREAS, it was provided in said Mortgage that Lender, his successors and assigns, in the event of such sale, might purchase the said property.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and of the payment of said purchase money by the said Lender, the receipt of which is hereby acknowledged, acting by and through Bradley G. Siegal, the person acting as auctioneer and making said sale as Lender's duly authorized agent and attorney-in-fact, does hereby grant, bargain, sell and convey unto the said Colonial Properties, Inc. the real estate described in and conveyed by said mortgage, which is situated in the County of Shelby, Alabama, and is more particularly described as follows, to-wit:

Lot 1-B, according to Colonial Properties' Survey of Lot 1-B and 1-C, Heatherbrooke Office Park, being a Resurvey of Lot 1, of a Resurvey of Lot 1, as recorded in Map Book 15, Page 46 in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said Colonial Properties, Inc., its successors and assigns forever.

Handwritten signature

IN WITNESS WHEREOF, Colonial Properties, Inc., acting by and through Bradley G. Siegal, the person acting as auctioneer and conducting the sale as its attorney-in-fact, and the said Bradley G. Siegal, as such auctioneer and person making said sale has hereunto set his hand and seal this the 3rd day of December, 1991.

COLONIAL PROPERTIES, INC.

By: Bradley G. Siegal
Bradley G. Siegal
Its: Attorney-in-Fact

The Person acting as Auctioneer and conducting the sale as its Attorney-in-Fact

Bradley G. Siegal
As the Auctioneer and person making said sale

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Bradley G. Siegal, whose name as attorney-in-fact and agent for Colonial Properties, Inc., and whose name as Auctioneer and person making said sale, 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 said conveyance, he, in his capacity as such attorney-in-fact and agent, and as such auctioneer, executed the same voluntarily on the day the same bears date.

Given my hand, this the 3rd day of December, 1991.

Karen McCormick
NOTARY PUBLIC in and for the State of Alabama, at large

6011j
12/3/91

MY COMMISSION EXPIRES NOVEMBER 8, 1992

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

91 DEC 5 AM 8:27

JUDGE OF PROBATE

1. Deed Tax	\$12.00
2. Mtg. Tax	\$0.00
3. Recording Fee	\$5.00
4. Indexing Fee	\$3.00
5. No Tax Fee	\$1.00
6. Certified Fee	\$1.00
Total	\$10.00