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**PREPARED BY: J. DAVID HOOD, TWEEDY, JACKSON, BEECH & FIKES, P.O.
BOX 748, JASPER, ALABAMA, 35502-0748. TELEPHONE (205) 387-2171.**

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

12/07/2001-53352
11:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CH 18.00

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, J. Dennis Partridge and wife Tracy M. Partridge did on 8-19-98 execute a mortgage on the property which is hereinafter described to Pinnacle Bank, hereinafter referred to as Mortgagee, which mortgage was recorded on 8-25-98 as Instrument Number 1998-33109 in the office of the Judge of Probate in Shelby County, Alabama, and

WHEREAS, in and by said mortgage, the Mortgagee was authorized and empowered in case of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property before the front or main door of the courthouse of the county where said property is located after giving notice of the time, place and terms of said sale in some newspaper published in said County by publication once a week for three (3) consecutive weeks prior to said 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 therein, the Mortgagee or any person conducting said sale for the Mortgagee was authorized to execute a deed to the property to the purchaser at said sale, and it was further provided in and by said mortgage that the Mortgagee or its Designee may bid at said sale and purchase said property if 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 subject to foreclosure as therein provided and 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 November 14, 21 and 28, 2001, and**

WHEREAS, on 12-7-2001, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and the said Mortgagee did offer for sale and did sell at public outcry in front of the main door of the **Shelby County Courthouse in **Columbiana, Shelby County, Alabama** the property hereinafter described, and**

WHEREAS, J. David Hood was the auctioneer who conducted said foreclosure and was the person conducting the sale for the said Mortgagee, and

WHEREAS, Pinnacle Bank was the highest and best bidder for the property described in the aforementioned mortgage in the amount of \$155,246.49, which sum was credited against the indebtedness secured by said mortgage, whereupon said property was sold to said Pinnacle Bank,

NOW THEREFORE, in consideration of the premises and a credit of \$155,246.49 on the indebtedness secured by said mortgage, the said J. Dennis Partridge and wife Tracy M. Partridge, Mortgagors, acting by and through Pinnacle Bank, Mortgagee, by and

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through J. David Hood as auctioneer conducting said sale and as attorney-in-fact for the Mortgagee, and **Pinnacle Bank**, Mortgagee, acting by and through J. David Hood as auctioneer conducting said sale and as attorney-in-fact for the Mortgagee, does hereby grant, bargain, sell and convey unto **Pinnacle Bank** the following described real estate located in **Shelby County, Alabama**:

Part of the SW 1/4 of the NE 1/4 of Section 25, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of the SW 1/4 of the NE 1/4 of said Section 25; thence South 5 degrees 27 minutes 34 seconds East along the East line of said 1/4-1/4 line a distance of 346.35 feet (meas) 319.71 feet (deed); thence North 86 degrees 03 minutes 45 seconds West a distance of 332.86 feet to the point of beginning; thence continue along last described course a distance of 208.0 feet; thence South 3 degrees 56 minutes 15 seconds West a distance of 208.0 feet; thence North 3 degrees 56 minutes 15 seconds East a distance of 210.0 feet; thence South 86 degrees 03 minutes 45 seconds East a distance of 210.0 feet to the point of beginning.

ALSO, an ingress/egress easement being more particularly described as follows:

Commence at the NE corner of the SW 1/4 of the NE 1/4 of Section 25, Township 21 South, Range 3 West, Shelby, County, Alabama, thence South 5 degrees 27 minutes 34 seconds East along the East line of said 1/4-1/4 line a distance of 346.35 feet (meas) 319.71 feet (deed); thence North 86 degrees 03 minutes 45 seconds West a distance of 540.86 feet; thence South 3 degrees 56 minutes 15 seconds West a distance of 135.0 feet to a point; said point being the centerline of a 20 foot wide ingress/egress easement and the point of beginning; thence North 86 degrees 11 minutes 30 seconds West along said centerline a distance of 112.60 feet; thence North 40 degrees 41 minutes 11 seconds West along said centerline a distance of 48.95 feet; thence north 75 degrees 56 minutes 12 seconds West along said centerline a distance of 52.82 feet; thence North 82 degrees 18 minutes 27 seconds West along said centerline a distance of 78.87 feet; thence North 87 degrees 32 minutes 40 seconds West along said centerline a distance of 77.36 feet; thence South 72 degrees 51 minutes 56 seconds West along said centerline a distance of 43.27 feet; thence South 86 degrees 24 minutes 59 seconds East along said centerline a distance of 30.00 feet; thence South 47 degrees 15 minutes 56 seconds West along said centerline a distance of 75.63 feet to a point; said point being the end of 20 feet ingress/egress easement.

Minerals and mining rights excepted.

TO HAVE AND TO HOLD said property unto the said **Pinnacle Bank**, its successors and assigns, forever. Subject however to the following:

1. The statutory right of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws of the State of Alabama.
2. All minerals and mining rights excepted.
3. Ad valorem taxes for tax year 2001 and all subsequent years thereafter.
4. All matters which would be revealed by an accurate survey of the subject

property.

- 5. All assessments for fire district dues if said property lies within a constituted fire district.
- 6. All improvements located upon the subject property are conveyed "AS IS" with all warranties hereby disclaimed, both express and implied, except as to title.

IN WITNESS WHEREOF the said **Pinnacle Bank**, Mortgagee, has caused this instrument to be executed by and through J. David Hood as auctioneer conducting said sale and as attorney-in-fact for said Mortgagee and the said J. David Hood as said auctioneer and attorney-in-fact has hereunto set his hand and signature on this the 7th day of December, 2001.

J. DENNIS PARTRIDGE AND WIFE TRACY
M. PARTRIDGE, MORTGAGORS

By: PINNACLE BANK, MORTGAGEE

By: J. DAVID HOOD, AUCTIONEER AND
ATTORNEY-IN-FACT FOR MORTGAGEE

PINNACLE BANK, MORTGAGEE

By: J. DAVID HOOD, AUCTIONEER AND
ATTORNEY-IN-FACT FOR MORTGAGEE

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **J. David Hood**, whose name as auctioneer and attorney-in-fact for **Pinnacle Bank**, Mortgagee, is signed to the foregoing Mortgage Foreclosure Deed, and who is known to me, acknowledged before me on this date, that being informed of the contents of said deed, he as such auctioneer and attorney-in-fact and with full authority, executed same voluntarily on the day the same bears date for and as the act of said Mortgagee.

Given under my hand and seal this the 7th day of December, 2001.

Stephanie J. Bowler
Notary Public

My Commission Expires: 10-11-2004

Send Tax Notice To: **Pinnacle Bank**
P. O. Box 1388
Jasper, AL 35502-1388
Inst # 2001-53352

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