

STATE OF ALABAMA

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MORTGAGE FORECLOSURE DEED AND

BILL OF SALE AS TO RE-FORECLOSURE OF

SHELBY COUNTY

MORTGAGE DESCRIBED IN INSTRUMENT

NUMBER 20030311000147970

KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS, heretofore, on the 24th day of September, 2001, Alabama Dry Felt, L.L.C. executed a security agreement in favor of Regions Bank and on the 30th day of September, 1999 executed a mortgage in favor of Regions Bank f/k/a First Alabama Bank which said mortgage is recorded in the Probate Office of Shelby County, Alabama as Instrument Number 1999-41993 which security agreement and mortgage were thereafter assigned without recourse by Regions Bank f/k/a First Alabama Bank to Ruffino, L.L.C., which said assignment is recorded in the Office of the Probate Judge in Shelby County, Alabama as Instrument Number 2003-0121000039080; and

WHEREAS, in and by said mortgage and security agreement, the mortgagee and secured party, its successors or assigns were authorized and empowered in the event of default, according to the terms thereof, to sell the property subject to the mortgage and security agreement before the main 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 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 and security agreement 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 the proper conveyance to the purchaser at said sale; and it was further provided in and by said mortgage and security agreement that the mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and security agreement, and Ruffino, L.L.C. did declare all of the indebtedness secured by said mortgage and security agreement due and payable and said mortgage and security agreement subject to foreclosure and public sale as therein provided and did give due and proper notice of foreclosure of said mortgage and security agreement by publication in Shelby County Reporter a newspaper of general circulation, published in Shelby County, Alabama, in its issues of February 19, 2003, February 26, 2003, and March 5, 2003; and

WHEREAS, on the 11th day of March, 2003, the day on which the original foreclosure and public sale was due to be held under the terms of said notice, said foreclosure was duly and properly conducted and by Robert P. Reynolds, as Attorney-in-Fact for the said Ruffino, L.L.C. who did offer for sale and sell at public outcry, at the main Courthouse door in Shelby County, Alabama, the real and personal property hereinafter described; and

WHEREAS, the said Ruffino, L.L.C. was the highest bidder at said sale and upon a credit upon the indebtedness in the amount of Two Hundred Fifty Thousand and no/100ths (\$250,000.00) Dollars, Ruffino, L.L.C. was then issued a foreclosure deed and bill of sale, which instrument was duly recorded in the Judge of Probate of Shelby County, Alabama on March 11, 2003 by instrument number 20030311000147970; and

WHEREAS, at the time of said foreclosure sale, Ruffino, LLC was unaware of the existence of three (3) Federal Tax Liens recorded at instrument number 2001-30624 on July 24, 2001; instrument number 2001-31666 recorded on July 31, 2001; and instrument number 20030129000054810 recorded on July 29, 2001; and

WHEREAS, due to the lack of notice to the United States, Internal Revenue Service, Ruffino, LLC thereafter caused due and proper notice to be issued pursuant to Internal Revenue Code

Section 7425(c) through which, among other things, Internal Revenue Service was provided with a copy of the notice of re-foreclosure of said mortgage, a true and correct copy of which is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Internal Revenue Service, by letter dated May 29, 2003, acknowledged due and proper notice of said foreclosure sale as evidenced by the notification attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, said notice of re-foreclosure of said mortgage was duly published in the Shelby County Reporter as evidenced by the affidavit of publication attached hereto and incorporated herein as Exhibit “C”; and

WHEREAS, the undersigned auctioneer certifies that neither she nor any member of her firm has received a notice of inadequacy prior to the re-scheduled foreclosure date; and thus, the acknowledgment of the Internal Revenue Service is deemed adequate; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and security agreement, and Ruffino, L.L.C. did declare all of the indebtedness secured by said mortgage and security agreement due and payable and said mortgage and security agreement subject to foreclosure and public sale as therein provided and did give due and proper notice of foreclosure and the foreclosure of said mortgage and security agreement by publication in Shelby County Reporter a newspaper of general circulation, published in Shelby County, Alabama, in its issues of May 28, 2003, June 4, 2003, and June 11, 2003; and

WHEREAS, on the 2nd day of July, 2003, the day on which said re-foreclosure and public sale was due to be held under the terms of said notice between the legal hours of sale, said re-foreclosure sale was duly and properly conducted and Rachel L. Webber, as Attorney-in-Fact for the

said Ruffino, L.L.C. did offer for sale and sell at public outcry, at the main Courthouse door in Shelby County, Alabama, the real and personal property hereinafter described; and

WHEREAS, Rachel L. Webber was the Auctioneer who conducted said foreclosure sale for the said Ruffino, L.L.C.; and

WHEREAS, the said Ruffino, L.L.C. was the highest bidder in the amount of Two Hundred Fifty Thousand and no/100ths (\$250,000.00) Dollars less the amount credited to the indebtedness at the original foreclosure sale, which sum of money Ruffino, L.L.C. offered to apply to the costs of foreclosure and credit the remaining balance on the indebtedness secured by said mortgage and security agreement, and said property was thereupon sold to Ruffino, L.L.C.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and of a credit in the amount of Two Hundred Fifty Thousand and no/100ths (\$250,000.00) Dollars, on the indebtedness secured by said mortgage and security agreement, the said Alabama Dry Felt, L.L.C. and Ruffino, L.L.C. by and through Rachel L. Webber, the person acting as auctioneer and conducting said sale as their duly authorized agent and Attorney-in-Fact and as Auctioneer does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto Ruffino, L.L.C. the following described property situated in Shelby County, Alabama, to-wit:

REAL PROPERTY

A parcel of land located in the South Half of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama; more particularly described as follows:

Commence at the Northeast corner of the North Half of the South Half of the Northeast Quarter of the Southwest Quarter of Section 9, Township 22 South, Range 2 West, being the point of beginning; thence run East along the quarter line 182.78 feet to the Westerly right-of-way of U.S. Highway No. 31; thence right 94 degrees, 59 minutes, 15 seconds Southerly along the Westerly right-of-way 16.91 feet to a concrete monument; thence right 86 degrees, 03 minutes, 19 seconds Westerly along said right-of-way 25.37 feet; thence left 86

degrees, 09 minutes, 06 seconds Southerly along the Westerly right-of-way 286.58 feet; thence right 88 degrees, 05 minutes, 34 seconds Westerly 300.04 feet; thence left 93 degrees, 22 minutes, 19 seconds Southerly, 45.53 feet; thence right 90 degrees, 48 minutes, 21 seconds, Westerly 294.79 feet to the Easterly right-of-way of L & N Railroad; thence right 80 degrees, 05 minutes, 37 seconds Northerly, 334.26 feet along said Easterly right-of-way; thence right 99 degrees, 29 minutes, 18 seconds Easterly 517.70 feet to the point of beginning.

Also, a non-exclusive 25-foot easement for a railroad spur line, being more particularly described as follows: Commence at an iron pin found at the Northeast corner of the Southwest quarter of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama; thence run Westerly along the quarter line 595.28 feet to an iron pin found on the Easterly right-of-way of L & N Railroad and the point of beginning; thence left 100 degrees, 07 minutes, 34 seconds, Southerly along said Easterly right of way 663.09 feet to iron pin; thence left 10 degrees, 30 minutes, 42 seconds 25.35 feet, thence left 80 degrees, 30 minutes, 42 seconds 662.80 feet to the North line of said Southwest quarter; thence left 79 degrees, 52 minutes, 26 seconds 25.40 feet to the point of beginning.

PERSONAL PROPERTY

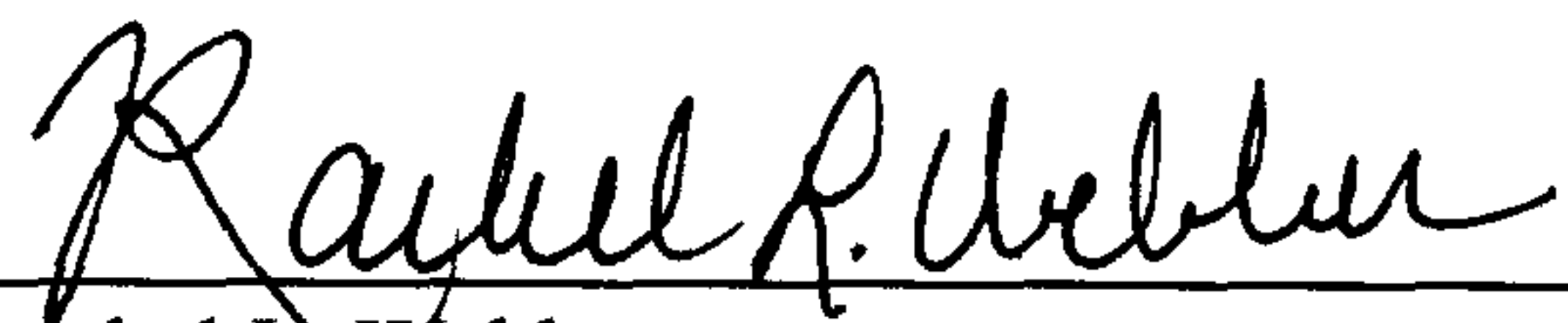
All inventory, rolling stock, accounts, general intangibles, machinery, equipment, parts, raw materials, books, records, data, and all other similar personal property.

Together with the hereditaments and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises and personal property herein described, subject to right of way easements and restrictions of record in the Probate Office of Shelby County, Alabama, and existing special assessments, if any, which might adversely affect the title to the above described property.

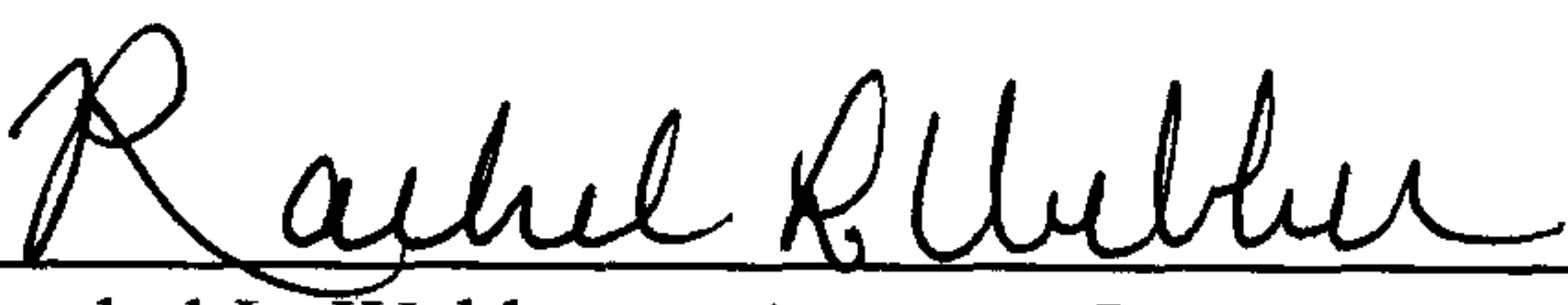
TO HAVE AND TO HOLD the above described property unto Ruffino, L.L.C., its successors and assigns forever; subject, however, to existing ad valorem taxes and to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama and the United States of America.

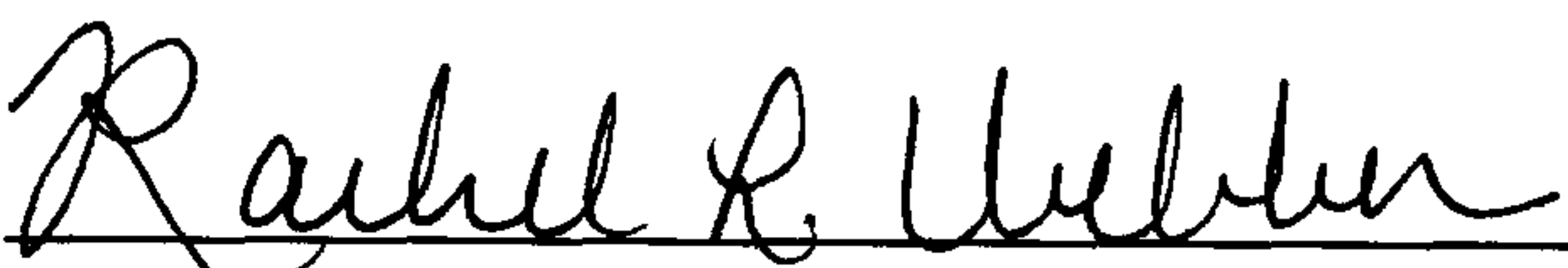
IN WITNESS WHEREOF, the said Alabama Dry Felt, L.L.C. and Ruffino, L.L.C. have caused this instrument to be executed by and through Rachel L. Webber, as Auctioneer conducting said sale and as Attorney-in-Fact for all parties separately, has hereto set her hand and seal on this the 2nd day of July, 2003.

ALABAMA DRY FELT, L.L.C,

BY: 
Rachel L. Webber
Attorney-in-Fact

RUFFINO, L.L.C.

BY: 
Rachel L. Webber as Attorney-In-
Fact and Agent

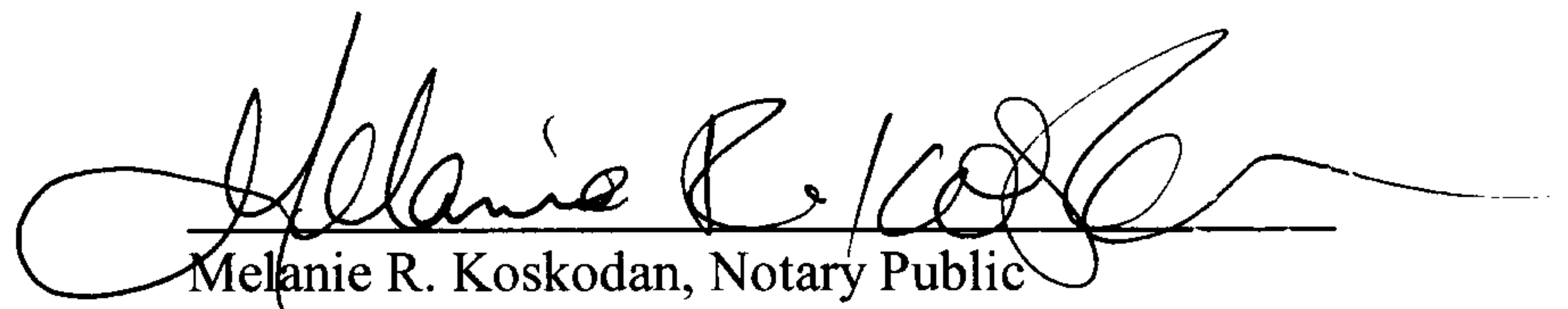

Rachel L. Webber as the Auctioneer
and person making said sale

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Rachel L. Webber, whose name as Attorney-in-Fact for Alabama Dry Felt, L.L.C. and whose name as Attorney-in-Fact and agent for Ruffino, L.L.C., 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 the conveyance, she, in her capacity as such Attorney-in-Fact, agent, and as such Auctioneer, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 2nd day of July, 2003.



Melanie R. Koskodan, Notary Public

My Commission Expires: 8-16-2006

✓ THIS INSTRUMENT PREPARED BY:
Robert P. Reynolds, Esq.
REYNOLDS, REYNOLDS & DUNCAN, LLC
Attorneys At Law
Post Office Box 2863
Tuscaloosa, Alabama 35403
Telephone (205) 391-0073
Facsimile (205) 391-0911
FILE NO. 691

STATE OF ALABAMA § **NOTICE OF MORTGAGE FORECLOSURE SALE**
 § **AND SALE OF PERSONAL PROPERTY**
COUNTY OF SHELBY § **UNDER §7-9A-604(2) OF THE CODE OF ALABAMA**

Default having been made in the payment of indebtedness secured by that certain security agreement executed by Alabama Dry Felt, LLC on September 24, 2001 in favor of Regions Bank and by that certain mortgage executed by Alabama Dry Felt, L.L.C on the 30th day of September, 1999 to Regions Bank f/k/a First Alabama Bank which said mortgage is recorded in the Probate Office of Shelby County, Alabama, as instrument Number 1999-41993 which security agreement and mortgage were assigned without recourse by Regions Bank f/k/a First Alabama Bank to Ruffino, LLC by Assignment executed on December 22, 2002 and recorded in the Probate Office of Shelby County, Alabama, as Instrument Number 2003-0121000039080, and Ruffino, LLC as Assignee of Regions Bank f/k/a First Alabama Bank by reason of such default, having declared all of the indebtedness secured by said security agreement and mortgage due and payable, and such default continuing, notice is hereby given that, acting under the power of sale contained in said security agreement and mortgage, and as authorized by Section 7-9A-604(2) of the Code of Alabama of 1975 as amended, Ruffino, L.L.C. as Assignee will sell at public outcry, for cash, to the highest bidder, in front of the Courthouse door, Main Entrance, in the City of Columbiana, Shelby County, Alabama, at 12:00 o'clock noon or otherwise during the legal hours of sale on July 2, 2003, all inventory, rolling stock, accounts, general intangibles, machinery, equipment, parts, raw materials, books, records, data, and all other similar personal property and the following described real estate situated in Shelby County, Alabama, to-wit:

A parcel of land located in the South Half of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama; more particularly described as follows:

Internal Revenue Service
SB/SE-Compliance Policy

MAY 29 2003

Technical Territory Area 8 Coll
New Orleans, Louisiana



Commence at the Northeast corner of the North Half of the South Half of the Northeast Quarter of the Southwest Quarter of Section 9, Township 22 South, Range 2 West, being the point of beginning; thence run East along the quarter line 182.78 feet to the Westerly right-of-way of U.S. Highway No. 31; thence right 94 degrees, 59 minutes, 15 seconds Southerly along the Westerly right-of-way 16.91 feet to a concrete monument; thence right 86 degrees, 03 minutes, 19 seconds Westerly along said right-of-way 25.37 feet; thence left 86 degrees, 09 minutes, 06 seconds Southerly along the Westerly right-of-way 286.58 feet; thence right 88 degrees, 05 minutes, 34 seconds Westerly 300.04 feet; thence left 93 degrees, 22 minutes, 19 seconds Southerly, 45.53 feet; thence right 90 degrees, 48 minutes, 21 seconds, Westerly 294.79 feet to the Easterly right-of-way of L & N Railroad; thence right 80 degrees, 05 minutes, 37 seconds Notherly, 334.26 feet along said Easterly right-of-way; thence right 99 degrees, 29 minutes, 18 seconds Easterly 517.70 feet to the point of beginning.

Also, a non-exclusive 25-foot easement for a railroad spur line, being more particularly described as follows: Commence at an iron pin found at the Northeast corner of the Southwest quarter of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama; thence run Westerly along the quarter line 595.28 feet to an iron pin found on the Easterly right-of-way of L & N Railroad and the point of beginning; thence left 100 degrees, 07 minutes, 34 seconds, Southerly along said Easterly right of way 663.09 feet to iron pin; thence left 10 degrees, 30 minutes, 42 seconds 25.35 feet, thence left 80 degrees, 30 minutes, 42 seconds 662.80 feet to the North line of said Southwest quarter; thence left 79 degrees, 52 minutes, 26 seconds 25.40 feet to the point of beginning.

Together with the hereditaments and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises herein described.

Said sale will be subject to the right of way easements and restrictions of record in the Probate Office of Shelby County, Alabama, and will be subject to existing special assessments, if any, which might adversely affect the title to subject property.

Internal Revenue Service
SB/SE-Compliance Policy

MAY 29 2003

Technical Territory Area 8 Coll
New Orleans, Louisiana

Said property will be sold on an "As Is, Where Is" basis without warranty or recourse, express or implied as to title, use and/or enjoyment and without warranty as to merchantability or fitness for a particular purpose.

Said sale will be made for the purpose of paying the indebtedness secured by the above described security agreements and mortgage, and the proceeds thereof will be applied as provided by the terms of said mortgage and security agreement.

This foreclosure sale was originally held on March 11, 2003, however, the same will now be re-foreclosed to provide further notice to subordinate lien holders.

RUFFINO, L.L.C.,
Assignee of Regions Bank
Mortgagee and Secured Party
Robert P. Reynolds
REYNOLDS, REYNOLDS & DUNCAN, LLC
Attorneys for Mortgagee
2115 11th Street
Post Office Box 2863
Tuscaloosa, Alabama 35403
Telephone: (205) 391-0073
File No.: 691

Publication Dates: May 28, 2003, June 4, 2003, and June 11, 2003

IRSforenote.691.wpd



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
Washington, D.C. 20224

SMALL BUSINESS/SELF-EMPLOYED DIVISION

Internal Revenue Service
SB/SE-Compliance Policy

MAY 29 2003

Technical Territory Area 8 Coll
New Orleans, Louisiana

RE: Notice of Non-Judicial Sale

Dear Sir(s):

We have received the notice of non-judicial sale sent to our office as required by Internal Revenue Code Section 7425 (c). We are returning the duplicate copy stamped with the date received in our office.

Reg. 301.7425-3(d)(2) states:

In any case where the person who submitted a timely notice does not receive written notification that the notice is inadequate more than five days prior to the sale, the notice will be deemed adequate.

If the date stamp on your duplicate copy is at least 25 days prior to the date of sale and you do not receive a notice of inadequacy more than five days prior to the sale, then your notice is deemed adequate.

If you have any questions or need any more information, please contact us at the address or telephone number listed below:

Internal Revenue Service
600 S. Maestri Place, Stop 65
New Orleans, LA 70130

Phone #: (504) 558-3231
Fax #: (504) 558-3490

Sincerely,

Wallace B. Schneidau
Technical Support Group Manager
Employee ID # 72-03046



**STATE OF ALABAMA
SHELBY COUNTY**

Personally appeared before me, Judge of Probate, in and for said county, **Tim Prince**, who being duly sworn according to the law deposes and says that he is

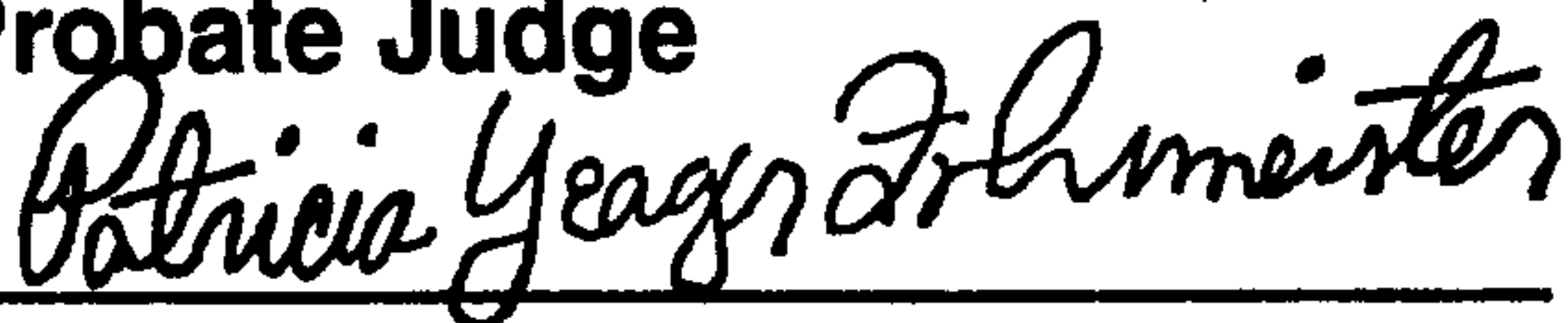
Publisher of the **SHELBY COUNTY REPORTER**, a newspaper published in said county, and the publication of a certain notice, a true copy of which is hereto affixed, has been made in said newspaper 3 weeks consecutively, to-wit in issues hereof dated as follows:

May 28, June 4, 11



Publisher, subscribed and sworn before me, this 11 day of June 2003.

Probate Judge



20030702000417450 Pg 12/12 45.00
Shelby Cnty Judge of Probate, AL
07/02/2003 12:05:00 FILED/CERTIFIED



**LEGAL NOTICE
STATE OF
ALABAMA
NOTICE OF
MORTGAGE
FORECLOSURE
SALE AND SALE
OF PERSONAL
PROPERTY**

Default having been made in the payment of indebtedness secured by that certain security agreement executed by Alabama Dry Felt, LLC on September 24, 2001 in favor of Regions Bank and by that certain mortgage executed by Alabama Dry Felt, L.L.C on the 30th day of September, 1999 to Regions Bank f/k/a First Alabama Bank which said mortgage is recorded in the Probate Office of Shelby County, Alabama, as instrument Number 1999-41993 which security agreement and mortgage were assigned without recourse by Regions Bank f/k/a First Alabama Bank to Ruffino, LLC by Assignment executed on December 22, 2002 and recorded in the Probate Office of Shelby County, Alabama, as Instrument Number 2003-0121000039080, and Ruffino, LLC as Assignee of Regions Bank f/k/a First Alabama Bank by reason of such default, having declared all of the indebtedness secured by said security agreement and mortgage due and payable, and such default continuing, notice is hereby given that, acting under the power of sale contained in said security agreement and mortgage, and as authorized by Section 7-9A-604(2) of the Code of Alabama of 1975 as amended, Ruffino, L.L.C. as Assignee will sell at public outcry, for cash, to the highest

bidder, in front of the Courthouse door, Main Entrance, in the City of Columbiana, Shelby County, Alabama, at 12:00 o'clock noon or otherwise during the legal hours of sale on July 2, 2003, all inventory, rolling stock, accounts, general intangibles, machinery, equipment, parts, raw materials, books, records, data, and all other similar personal property and the following described real estate situated in Shelby County, Alabama, to-wit: A parcel of land located in the South Half of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama; more particularly described as follows: Commence at the Northeast corner of the North Half of the South Half of the Northeast Quarter of the Southwest Quarter of Section 9, Township 22 South, Range 2 West, being the point of beginning; thence run East along the quarter line 182.78 feet to the Westerly right-of-way of U.S. Highway No. 31; thence right 94 degrees, 59 minutes, 15 seconds Southerly along the Westerly right-of-way 16.91 feet to a concrete monument; thence right 86 degrees, 03 minutes, 19 seconds Westerly along said right-of-way 25.37 feet; thence left 86 degrees, 09 minutes, 06 seconds Southerly along the Westerly right-of-way 286.58 feet; thence right 88 degrees, 05 minutes, 34 seconds Westerly 300.04 feet; thence left 93 degrees, 22 minutes, 19 seconds Southerly, 45.53 feet; thence right 90 degrees, 48 minutes, 21 seconds, Westerly 294.79 feet to

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erty. Said property will be sold on an "As Is, Where Is" basis without warranty or recourse, express or implied as to title, use and/or enjoyment and without warranty as to merchantability or fitness for a particular purpose. Said sale will be made for the purpose of paying the indebtedness secured by the above described security agreements and mortgage, and the proceeds thereof will be applied as provided by the terms of said mortgage and security agreement. This foreclosure sale was originally held on March 11, 2003, however, the same will now be re-foreclosed to provide further notice to subordinate lien holders. RUFFINO, L.L.C., Assignee of Regions Bank Mortgagee and Secured Party Robert P. Reynolds REYNOLDS, REYNOLDS & DUNCAN, LLC Attorneys for Mortgagee 2115 11th Street Post Office Box 2863 Tuscaloosa, Alabama 35403 Telephone: (205) 391-0073 May 28 and June 4 & 11, 2003. FC/ALA DRYFELT