

STATE OF ALABAMA

CDC 7445213509

COUNTY OF SHELBY

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS that on June 26, 1995, OLDE PIRATE, INC. executed and delivered to Southern Development Council, Inc., a Mortgage on certain real property located in Shelby County, Alabama, which said Mortgage is recorded as Instrument No. 1995-17417 in the Office of the Judge of Probate of Shelby County, Alabama; and,

WHEREAS, for valuable consideration, the said Southern Development Council, Inc., did, by Assignment of Note and Security dated June 26, 1995 and recorded on July 27, 1995 as Instrument No. 1995-19930 the Records of the Judge of Probate of Shelby County, Alabama, transfer, set over and assign unto the Administrator of the U. S. Small Business Administration, an agency of the United States Government, all of its right, title and interest in and to the said Mortgage; and,

WHEREAS, default was made, and the Mortgage was subject to foreclosure because of said default.

WHEREAS, in said Mortgage, the mortgagee was authorized and empowered, in case of default, to sell the real property. Said Mortgage also provided that the mortgagee, after having given notice of the time, place and terms of sale prior to said sale, is empowered and authorized to execute title to the purchaser of said real property at said sale.

WHEREAS, default having been made, SBA did declare all of the indebtedness secured by said Mortgage due and payable and declared the real property subject to foreclosure. As provided in the said Mortgage, SBA gave due and proper notice of foreclosure of said Mortgage by publishing a Notice of Foreclosure Sale in *The Shelby County Reporter*, a newspaper published in Shelby County, Alabama, in the issues of July 30, August 6, August 13, and August 20, 2003.

WHEREAS, on August 27, 2003, the date on which the foreclosure sale was due to be held under the terms of said notice and during the legal hours of sale, foreclosure was duly and properly conducted, and the SBA did offer for sale and did sell at public outcry before the Shelby County Courthouse Door at Columbiana, Alabama, the property hereinafter described.

WHEREAS, the highest bidder was Phillip J. Lusco and Virginia P. Lusco for a high bid of \$583,000.00, whereupon the property was knocked down to said highest bidder.

NOW, THEREFORE, for and in consideration of the sum of Five Hundred Eighty Three Thousand Dollars (\$583,000.00), the SBA does hereby grant, convey, sell, transfer and deliver unto Phillip J. Lusco and Virginia P. Lusco, as joint tenants with right of survivorship, the following described real property, to-wit:

A parcel of land situated in the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 27, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section, run thence in a Southerly direction along the West line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section for a distance of 401.85 feet to an iron pin found; thence turn an angle to the left of  $88^{\circ}43'24''$  and run in an Easterly direction for a distance of 803.43 feet to the point of beginning of the parcel herein described; from the point of beginning thus obtained, continue Eastwardly along the same course as before for a distance of 250.00 feet to the West right-of-way line of Shelby County Highway No. 95; thence turn an angle to the right of  $97^{\circ}24'02''$  and run in a Southerly direction along the West right-of-way line of said Shelby County Highway No. 95 for a distance of 14.46 feet; thence turn an angle to the right of  $11^{\circ}18'36''$  and run in a Southwesterly direction along said West right-of-way line of said Shelby County Highway No. 95 for a distance of 50.99 feet; thence turn an angle to the left of  $11^{\circ}18'36''$  and run in a Southerly direction along the West right-of-way line of said Shelby County Highway No. 95 for a distance of 100.00 feet; thence turn an angle to the left of  $11^{\circ}18'36''$  and run in a Southeasterly direction along the West right-of-way line of said Shelby County Highway No. 95 for a distance of 50.99 feet; thence turn an angle to the right of  $97^{\circ}14'30''$  and run in a Westerly direction for a distance of 250.00 feet; thence turn an angle to the right of  $94^{\circ}29'04''$  and run in a Northerly direction for a distance of 200.00 feet to the point of beginning of the parcel herein described.

TO HAVE AND TO HOLD the above described property unto the said Phillip J. Lusco and Virginia P. Lusco, or their assigns forever. However, it is expressly stipulated and agreed, that this conveyance is made without representation, warranty or recourse, express or implied, as to title, use and/or enjoyment of the real property described above. This conveyance is also made without representation, warranty or recourse, express or implied, as to unpaid taxes (ad valorem or otherwise - if any) and is made subject to the statutory right of redemption.

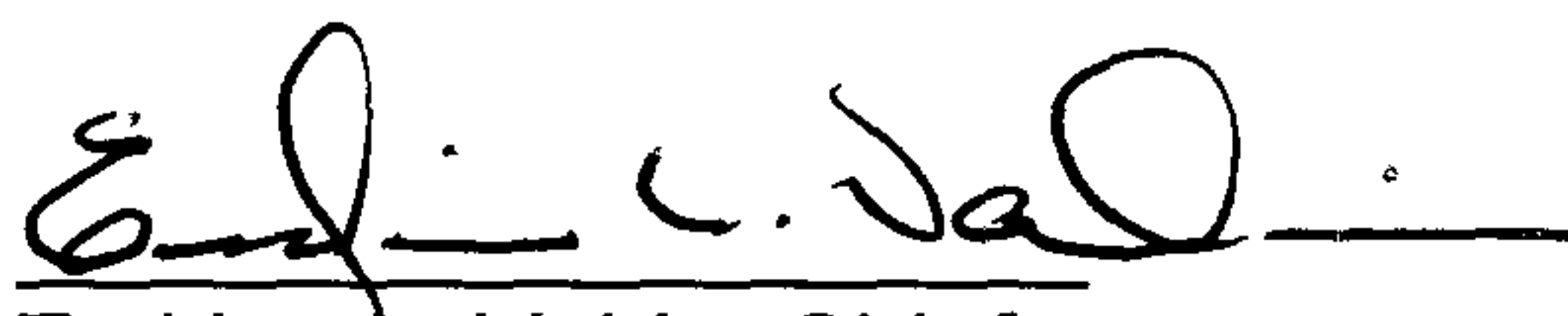
It is hereby agreed between and among the parties, and notice is hereby given, that the terms "SBA," "Small Business Administration," "Small Business Administration, an agency of the Government of the United States of America" are the same and synonymous, and that the real party in interest is the Government of the United States of America.

SBA has made no representations or warranties as to the physical condition of the real estate and/or any improvements therein. SBA was not familiar with the environmental condition of the real estate either at the date of the foreclosure sale on said real estate or at the date of execution of this foreclosure deed and has made no statements or warranties that said real estate is or is not free of any hazardous and/or toxic substances. Purchaser of said real estate releases and holds and saves SBA harmless from and against all claims, losses, demands, costs, expenses, (including attorneys fees and other legal costs), liabilities, damages and judgments arising out of or related to SBA's use (past, present, or future) of said real estate or breach of this representation. Purchasers of said real estate acknowledge their understanding, acceptance of and agreement with the conditions, releases, indemnities, representations and warranties set forth.

IN WITNESS WHEREOF, SBA has caused this conveyance to be executed by Erskine L. Valrie, Chief, Portfolio Management Division, Alabama District Office, Birmingham, Alabama, pursuant to the authority contained in 47 Federal Register 2305, the contents of which publication are to be judicially noticed pursuant to 44 United States Code 1507.

Done at Birmingham, Alabama as and for the official act of said Small Business Administration on September 23, 2003.

HECTOR V. BARRETO, JR., ADMINISTRATOR

By   
Erskine L. Valrie, Chief

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Erskine L. Valrie, whose name as Chief, Portfolio Management Division, Alabama District Office, U. S. Small Business Administration, 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 Chief, Portfolio Management Division, Alabama District Office, U. S. Small Business Administration, with full authority executed the same voluntarily for and as the act of U. S. Small Business Administration.

GIVEN UNDER MY HAND and seal at Birmingham, Alabama on September 23,

2003.

  
Notary Public

My Commission Expires:

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Feb 1, 2006**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

This Instrument was prepared by:  
E. H. Bixler, IV. Attorney Advisor  
U. S. Small Business Administration  
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