

THIS INSTRUMENT PREPARED BY:
CLAUDE McCAIN MONCUS
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Suite 100
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STATE OF ALABAMA)	MORTGAGE FORECLOSURE DEED
COUNTY OF SHELBY)	

KNOW ALL MEN BY THESE PRESENTS, that whereas heretofore, to wit: On October 4, 1996, Terry M. Habshey executed a certain Real Estate Mortgage and Security Agreement (the "Mortgage") on the property hereinafter described to First Commercial Bank (the "Mortgagee") as recorded on October 4, 1996 in Instrument Number 1996-33188, in the Probate Office of Shelby County, Alabama, which Mortgage was amended by First Amendment (the "First Amendment") on September 30, 1998 and recorded on September 30, 1998, in Instrument Number 1998-38083, in the Probate Office of Shelby County, Alabama.

WHEREAS, in and by said Mortgage, as amended, the Mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the Courthouse door in 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, as amended, 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 title to the purchaser at said sale; and it was further provided in and by said Mortgage, as amended, that the Mortgagee may bid at the 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, as amended, and the said Mortgage did declare all of the indebtedness secured by said Mortgage, as amended, due and payable and said Mortgage, as amended, subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said Mortgage, as amended, by publication in The Shelby County Reporter, a newspaper published in Shelby County, Alabama, and of general circulation in Shelby County, Alabama, in its issues of November 16, 2003, November 26, 2003, and December 3, 2003; and

WHEREAS, on December 10, 2003, the day on which the foreclosure was due to be held under the terms of said notice, between legal hours of sale, said foreclosure was duly and properly conducted, and First Commercial Bank, as Mortgagee, did offer for sale and sell at public outcry in front of the Courthouse door at Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Claude McCain Moncus was the Auctioneer who conducted said foreclosure

sale and was the person conducting said sale for First Commercial Bank, the Mortgagee; and

WHEREAS, the highest and best bid for the property described in the aforementioned Mortgage, as amended, was the bid of First Commercial Bank in the amount of Five Hundred Forty Seven Thousand Seven Hundred Eighty Three and 26/100 Dollars (\$547,783.26), which sum of money First Commercial Bank offered to credit on the indebtedness secured by said Mortgage, as amended, and said property was thereupon sold to First Commercial Bank.

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of Five Hundred Forty Seven Thousand Seven Hundred Eighty Three and 26/100 Dollars (\$547,783.26), on the indebtedness secured by said Mortgage, as amended, the said First Commercial Bank, by and through Claude McCain Moncus, as Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL AND CONVEY to FIRST COMMERCIAL BANK, the following described property situated in Shelby County, Alabama, to wit:

The Northeast 1/4 of the Southwest 1/4 of Section 18, Township 20 South, Range 3 West; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

TO HAVE AND TO HOLD the above described property unto First Commercial Bank, its successors and assigns forever, subject, however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, First Commercial Bank has caused this instrument to be executed by and through Claude McCain Moncus, as Auctioneer, conducting said sale, and as Attorney in Fact, and Claude McCain Moncus as Auctioneer conducting said sale, has hereto set his hand and seal on this the 10th day of December, 2003.

CLAUDE McCAIN MONCUS

As Auctioneer and Attorney in Fact

for First Commercial Bank

State of Alabama County of Shelby

I, the undersigned, a notary public in and for said County in said State, hereby certify that Claude McCain Moncus, whose name as Auctioneer and Attorney in Fact for First Commercial Bank, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, in his capacity as such Auctioneer and Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 10th day of December, 2003.

[NOTARY SEAL]

NOTARY PUBLIC

My Commission Expires: