



20050413000173110 1/3 \$38.50
Shelby Cnty Judge of Probate, AL
04/13/2005 08:31:01AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that Kenneth H. Garner, did heretofore, on the 7th day of January, 2004, execute and deliver to Colonial Bank a certain Mortgage to secure the indebtedness therein described, which Mortgage was filed for record on January 23, 2004 in the office of the Judge of Probate of Shelby County, Alabama in Volume in instrument number 20040123000038970; and,

WHEREAS, by the terms of said Mortgage and Security Agreement, it was provided that in the case of default, the entire unpaid balance of debt shall become due and payable, and the Mortgage shall be subject to foreclosure and may be foreclosed as provided by law in case of past-due mortgages; and

WHEREAS, default having been made in the payment of the indebtedness secured by said Mortgage, and the Mortgagee, Colonial Bank, having first given notice by publication once a week for three successive weeks of the time, place and terms for the foreclosure sale, together with a description of the property to be sold, said notice having been published in the County of Shelby, Alabama by publications appearing in the March 16th, 23rd, and 30th, 2005 issues of the Shelby County Reporter, fixing the date and time of said sale as during the legal hours of sale, April 6th, 2005, in front of the main door of the Shelby County Courthouse at Columbiana, Shelby County, Alabama as the time and place of said sale, and that the property described in the Mortgage would be sold at public outcry for cash, to the highest bidder, as the terms of said sale; and

WHEREAS, on the 6th day of April, 2005 at the time and place aforesaid, the said default still continuing, Colonial Bank, owner of the indebtedness secured by said Mortgage, acting by and through Sherrie L. Phillips, as auctioneer, conducted said foreclosure sale and did offer the real property described in said Mortgage for sale at public outcry for cash to the highest bidder; and

WHEREAS, at the foreclosure sale so held, as foresaid, BGS Properties, LLC became the purchaser of said real property for the sum of Twenty-One Thousand, Three Hundred One and 00/100 Dollars (\$21,301.00) cash, it being the highest, best and last bidder therefore;

NOW, THEREFORE, in consideration of the premises and receipt of funds in the amount of Twenty-One Thousand, Three Hundred One and 00/100 Dollars (\$21,301.00), the said mortgagee does hereby grant, bargain, sell and convey unto the said BGS Properties, LLC the following described property situated in the County of Shelby, State of Alabama, to wit:

**Lot 1, according to the Survey of Springtime, as recorded in Map Book 31,
Page 131, in the Probate Office of Shelby County, Alabama.**

Shelby County, AL 04/13/2005
State of Alabama

Deed Tax: \$21.50

Engel H. H. H.

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TO HAVE AND TO HOLD the said property unto the said grantee, and to its successors and assigns, forever, subject, however, to any and all rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama and the United States Code. However, it is expressly stipulated and agreed that this conveyance is made without representation, warranty or recourse, expressed 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, expressed or implied, as to unpaid taxes (ad valorem or otherwise, if any) and is made subject to the statutory right of redemption.

Colonial Bank has made no representations or warranties as to the physical condition of the real estate and/or any improvements thereon. Colonial Bank 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 Colonial Bank harmless for 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 Colonial Bank's use (past, present or future) of said real estate or breach of this representation. Purchaser of said real estate acknowledges their understanding, acceptance of and agreement with the condition, releases, indemnities, representations and warranties set forth.

IN WITNESS WHEREOF, Colonial Bank by and through Sherrie L. Phillips, its auctioneer and attorney, has hereunto set its hand and seal on this the 6th day of April, 2005.

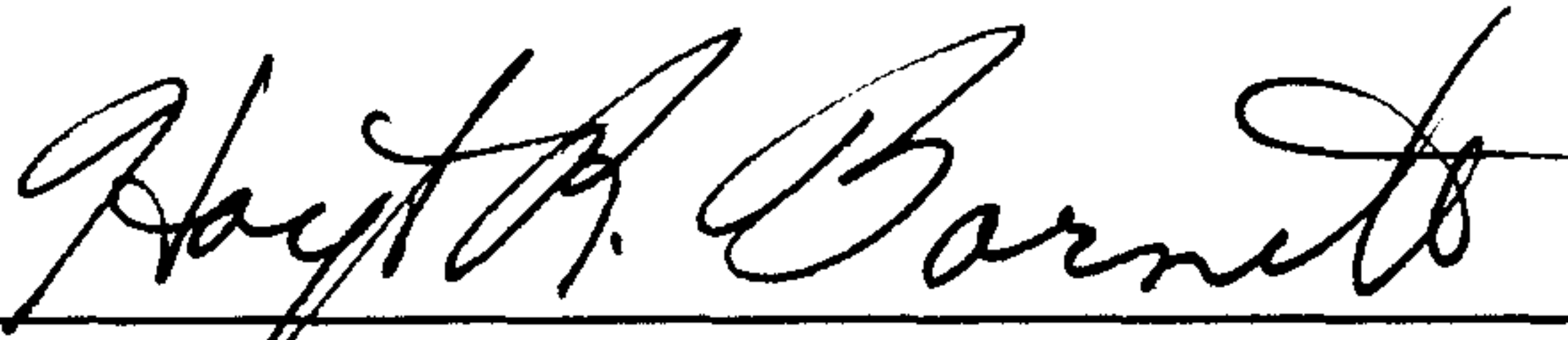
COLONIAL BANK

By: 
Sherrie L. Phillips (Auctioneer and Attorney)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sherrie L. Phillips, whose name as Auctioneer and Attorney of Colonial Bank, 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 auctioneer and attorney, with full authority, executed the same voluntarily for and as the act of Colonial Bank.

Given under my hand and official seal this ___th day of April, 2005.



NOTARY PUBLIC
My Commission Expires: 7/3/07

THIS INSTRUMENT PREPARED BY:
Engel, Hairston & Johanson, P.C.
Sherrie L. Phillips
P.O. Box 11405
Birmingham, AL 35202

GRANTEE'S ADDRESS:

BGS Properties, LLC
2151 Old Rocky Ridge Road
Birmingham, AL 35216