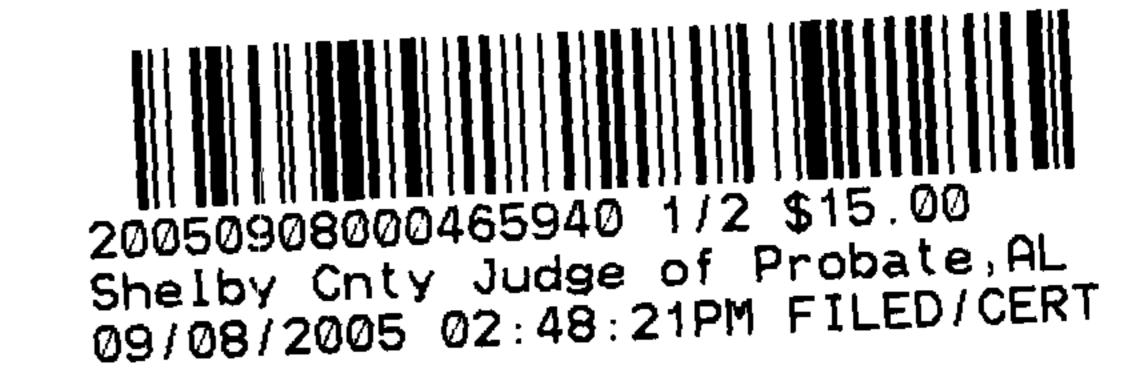
MORTGAGE FORECLOSURE DEED



STATE OF ALABAMA) COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, GUS A. MONTALBANO, a married man, did on the 5th day of September, 2002, execute a mortgage to FRONTIER NATIONAL BANK, which said mortgage was recorded in Instrument No. 20020912000438250, in the Probate Office of Shelby County, Alabama, and conveyed the hereinafter described property; and

WHEREAS, in and by said mortgage the said GUS A. MONTALBANO should default be made in the payment of the indebtedness secured by said mortgage, or the interest thereon, when the same became due, or in the payment of any other sum which may be a charge upon the property described in the mortgage under the terms thereof, then in either of said events the whole of the indebtedness secured thereby should, at the election of the mortgagee, become due and payable, and the said FRONTIER NATIONAL BANK, its successors, agents, attorneys or assigns were authorized and empowered to enter upon and take possession of the premises conveyed in said mortgage, and with or without taking possession of same, to sell the property described in said mortgage in front of the Courthouse door of the City of Columbiana, Shelby County, Alabama, at public venue to the highest bidder for cash, after giving twenty-one (21) days notice of the time, place, and terms of said sale by publication once a week for three (3) successive weeks in some newspaper published in Shelby County, Alabama, to make and execute title to the purchaser, and to apply the proceeds of said sale according to the terms of said mortgage; and

WHEREAS, default was made in the payment of the indebtedness due under and secured by the terms of said mortgage, and in the payment of sums which were a charge upon the property, and the said FRONTIER NATIONAL BANK, mortgagee, did declare the whole of said indebtedness due and payable under the terms of said mortgage; and

WHEREAS, the said FRONTIER NATIONAL BANK did advertise the foreclosure of said mortgage and the sale of the property conveyed therein by publication once a week for three (3) successive weeks in the SHELBY COUNTY REPORTER, a newspaper published in Shelby County, Alabama, viz., on August 3, 2005, August 10, 2005 and August 17, 2005, giving the time, place, and terms of said sale; and

WHEREAS, on the 8th day of September, 2005, during the legal hours of sale, according to the terms of said advertisement, said sale was held in front of the Courthouse door of Shelby County, at Columbiana, Alabama, in strict conformity with the terms of said mortgage, and the said FRONTIER NATIONAL BANK did purchase said property at and for the sum of Two Hundred Forty Four Five Hundred Eighty and 21/100 Dollars (\$244,580.21), being the highest, best and only bidder at said sale, and being allowed by the terms of said mortgage to bid at said sale and became the purchaser, if the successful bidder thereat;

NOW, THEREFORE, in consideration of the premises and the further sum of One Dollar (\$1.00) in hand paid by FRONTIER NATIONAL BANK to the undersigned, the receipt of which is upon the delivery of these presents hereby acknowledged, the said FRONTIER NATIONAL BANK, as mortgagee, by CLAYTON T. SWEENEY, ATTORNEY AT LAW, its duly authorized Auctioneer and Agent, in strict compliance with the terms of said mortgage, has granted, bargained and sold and by these presents does grant, bargain, sell and convey unto the said FRONTIER NATIONAL BANK, the following described property, situated in Shelby County, Alabama, to-wit:

Lot No. 5, according to the Survey of Dinsmore Resurvey, as recorded in Map Book 26, Page 94, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said FRONTIER NATIONAL BANK, its successors and assigns, as fully and completely in all respects as the said CLAYTON T. SWEENEY, Attorney At Law, could or ought to convey the same by reason of the power of attorney vested in him as Auctioneer and Agent of FRONTIER NATIONAL BANK, mortgagee, under and by virtue of the terms of said mortgage.

20050908000465940 2/2 \$15.00 Shelby Cnty Judge of Probate, AL 09/08/2005 02:48:21PM FILED/CERT

WITNESS my hand and seal, this the _____ day of September, 2005.

BY

Notary Public

Clayton T. Sweeney, Attorney At Law. Auctioneer and Agent

STATE OF ALABAMA) COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said state, hereby certify that Clayton T. Sweeney, Attorney At Law, whose name as Auctioneer and Agent of FRONTIER NATIONAL BANK, mortgagee, 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 Auctioneer and Agent, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 2th day of September, 2005.

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Apr 27, 2008 BONDED THRU NUTARY PUBLIC UNDERWRITERS

This instrument was prepared by:

Clayton T. Sweeney Attorney At Law 2700 Highway 280 East Suite 160 Birmingham, Alabama 35223