


STATE OF ALABAMA
COUNTY OF JEFFERSON


20060417000179230 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
04/17/2006 04:01:36PM FILED/CERT

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS that on October 25, 1996, R. Don Bryan executed and delivered to COMPASS BANK a Mortgage on certain real property, which is recorded as Instrument 1996-35836 in the Office of the Judge of Probate of Shelby County, Alabama

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, COMPASS BANK 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, COMPASS BANK 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 March 8, 15, and 22, 2006.

WHEREAS, on April 11, 2006, 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 COMPASS BANK did offer for sale and did sell at public outcry before the Shelby County Courthouse Door, Columbiana Alabama, the property hereinafter described.

WHEREAS, the highest bidder was Small Business Administration (the "Grantees") for a high bid of \$511,000.00, whereupon the property was knocked down to said highest bidder.

NOW, THEREFORE, for and in consideration of the sum of Five Hundred Eleven Thousand and 00/100 DOLLARS (\$511,000.00) credited to said indebtedness, COMPASS BANK does hereby grant, convey, sell, transfer and deliver unto the Grantees and their assigns, the following described real property, to-wit:

A parcel of land in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence run West along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 268.65 feet to a point on the Southeasterly right of way of U.S. Highway No. 31; thence turn left 63 degrees 21 minutes 26 seconds and run Southwesterly along said right of way for a distance of 335.49 feet to the Point of Beginning; thence continue last described course for a distance of 145.51 feet to the intersection of the Northerly right of way of Court Place and the

Southeasterly right of way of said U.S. Highway No. 31; thence turn left 116 degrees 34 minutes 00 seconds and run East along said right of way of Court Place for a distance of 367.24 feet; thence turn left 90 degrees 00 minutes 00 seconds and run North for a distance of 130.15 feet; thence turn left 90 degrees 00 minutes 00 seconds and run West for a distance of 302.16 feet to the Point of Beginning; being situated in Shelby County, Alabama.

SUBJECT TO: i) taxes for the year 2005, a lien and currently due and payable; ii) taxes for the year of 2006, a lien but not yet due or payable; and iii) coal, oil, gas, and mineral and mining rights not owned by Mortgagor

TO HAVE AND TO HOLD the above described property unto the said Grantees or their 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. 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.

COMPASS BANK has made no representations or warranties as to the physical condition of the real estate and/or any improvements therein. COMPASS 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 COMPASS BANK 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 COMPASS BANK'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, COMPASS BANK has caused this conveyance to be executed by its attorney and auctioneer.

Done at Birmingham, Alabama, as and for the official act of said COMPASS BANK on this 11th day of April, 2006.

COMPASS BANK

By


Jonathan E. Raulston


Attorney and Auctioneer

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I, the undersigned, a Notary Public in and for said County in said State hereby certify that Jonathan E. Raulston, whose name as Attorney and Auctioneer of COMPASS 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, he, in his capacity as such attorney and auctioneer, with full authority executed the same voluntarily for and as the act of COMPASS BANK.

GIVEN UNDER MY HAND and seal at Birmingham, Alabama on April 11, 2006.


Notary Public
My Commission Expires: 12/14/2008

This Instrument was prepared by:
Jonathan E. Raulston
ENGEL, HAIRSTON AND JOHANSON, P.C.
P.O. Box 11405
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(205) 328-4600