


STATE OF ALABAMA)
 :
SHELBY COUNTY)

This Instrument Prepared by:

Joy B. Averett, Esq.
Martin, Rawson & Woosley, P.C.
#2 Metroplex Drive, Suite 102
Birmingham, Alabama 35209

FORECLOSURE DEED


20070305000097610 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
03/05/2007 10:48:30AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, default was made in the payment of the indebtedness secured by that certain Mortgage and Security Agreement dated June 2, 2004, recorded at Instrument No. 20040607000306050, Probate Office of Shelby County, Alabama ("mortgage"), executed by SHAHROKH ESLAMI and spouse, MARIANN ESLAMI (the "Mortgagor" or "Debtor," whether one or more) to ALAMERICA BANK, an Alabama banking institution ("Mortgagee" or "Lender"), the said mortgage also constituting, *inter alia*, security agreements and fixture filing under Title 7, Chapter 9 of the Alabama Code (the Alabama Uniform Commercial Code), so that by the terms of the mortgage, the same became subject to foreclosure;

WHEREAS, after such default and acting under the power of sale contained in said mortgage, Lender caused to be published in THE SHELBY COUNTY REPORTER, a newspaper published in Shelby County, Alabama, a notice setting forth that it would, during the legal hours of sale, on the 14th day of February, 2007, sell the land and property conveyed and secured by said mortgage (such land and property being referred to as the "property") to the highest bidder for cash at the Courthouse door of Shelby County, Alabama, in the City of Columbiana, Alabama, which notice was published in the issues of said paper on January 24, 31, and February 7, 2007.

WHEREAS, Lender caused to be published in THE SHELBY COUNTY REPORTER, a notice setting forth that the sale of the property was postponed, and that the sale would be conducted during the legal hours of sale on the 28th day of February, 2007, which notice was published in the February 21, 2007 issue of said paper.

WHEREAS, at said Courthouse door during the legal hours of sale on the 28th day of February, 2007, the Lender, by and through its agent, Joy B. Averett, Esq., who was the auctioneer who conducted the foreclosure sale and who did proceed to sell the property described in the mortgage in strict compliance with the terms of the power of sale and pursuant to said notice, at which ALAMERICA BANK, an Alabama banking institution ("Grantee") did bid for said Property the sum of NINETY THOUSAND TWENTY-SIX AND NO DOLLARS (\$90,026.00), on the indebtedness secured by the mortgage, which was the highest and best bid therefor and whereupon the land was sold to Grantee; and

WHEREAS, the mortgage expressly authorized the Lender to bid at the sale and purchase the land, if the highest bidder therefor, and authorized the Lender or agent or any person conducting said sale for the Lender to execute to the purchaser at the sale a deed to the property.

NOW, THEREFORE, in consideration of the premises and of the payment of the bid, Mortgagor, acting by and through Lender by its auctioneer aforesaid, as agent for the Lender, does grant, bargain, sell and convey to Grantee, all of Mortgagor's right, title and interest in and to the property described in Exhibit A attached hereto, situated in Shelby County, Alabama, together with

all the rights, privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining.

Together with all of the right, title and interest of debtor in and to fixtures, accounts, chattel paper, documents, equipment, farm products, general intangibles, instruments, inventory, minerals, timber, investment property, deposit accounts, commercial tort claims of debtor, letter-of-credit rights, proceeds, and products of any of the foregoing located on the real property described in Exhibit A attached hereto.

TO HAVE AND TO HOLD to Grantee, its successors and assigns, forever, subject to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

Executed in the name of Mortgagor, acting by and through Lender, by its auctioneer signed below, as agent for the Lender pursuant to the powers contained in said mortgage, and for Lender by such auctioneer, as agent for the Lender pursuant to the powers contained in said mortgage, this 28th day of February, 2007.

ALAMERICA BANK, Mortgagee

By: Joy B. Averett [SEAL]
Joy B. Averett, Esq., as Auctioneer and as
agent for Alamerica Bank

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joy B. Averett, Esq., whose name as auctioneer and agent for Alamerica Bank is signed to the foregoing instrument, who signed the name of Alamerica Bank to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date, as the action of herself as auctioneer and the person conducting the same for Alamerica Bank, mortgagee, under the mortgage referred to in the foregoing deed.

Given under my hand and official seal this 28th day of February, 2007.

[NOTARIAL SEAL]

Kristie Lynn Rushing
Notary Public

My Commission Expires:

~~NOTARY PUBLIC STATE OF ALABAMA AT LARGE~~
MY COMMISSION EXPIRES: JUNE 10, 2009

EXHIBIT "A"

Lot 22, according to the Survey of Riverchase Country Club 1st Addition, as recorded in Map Book 7, page 115, in the Probate Office of Shelby County, Alabama.


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