

**STATE OF ALABAMA)  
SHELBY COUNTY)**

**AUCTIONEER'S DEED**

**WHEREAS**, Charles S. Givianpour, did heretofore, on the 23rd day of September 2004, execute and deliver to Frontier Bank a certain Mortgage to secure the indebtedness therein described, which Mortgage is recorded in the Probate Office of Shelby County in Instrument 20041001000543070; and,

**WHEREAS**, The Bankers Bank subsequently became a participant in the loan secured by said mortgage and therefore a Lender under its terms pursuant to the terms of a written agreement with Frontier Bank; and

**WHEREAS**, by the terms of said Mortgage, 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 Lenders (Frontier Bank and The Bankers 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 City of Columbiana, County of Shelby by publications appearing on April 18, April 25 and May 2, 2007 issues of the Shelby County Reporter, fixing the date and time of said sale as during the legal hours of sale, in front of the Main Street entrance to the Courthouse, Shelby County, Alabama as the time and place of said sale, and that the property would be sold at public outcry for cash, to the highest bidder, as the terms of said sale which was subsequently continued by announcement at sale dates and additional publications to August 17, 2007; and

**WHEREAS**, on the 17th day of August, 2007 at the time and place aforesaid, the

said default still continuing, Frontier Bank and The Bankers Bank, owners of the indebtedness secured by said Mortgage, acting by and through Charles R. Johanson, III, 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 **Frontier Bank and The Bankers Bank** became the purchasers of said real property for the sum of Three Million Fifty Thousand and 00/100 Dollars (\$3,050,000.00 ) credit on the outstanding indebtedness, that being the highest, best and last bid therefore;

**NOW, THEREFORE**, in consideration of the premises and of a credit in the amount of Three Million Fifty Thousand and 00/100 Dollars (\$3,050,000.00 ), on the indebtedness secured by said Mortgage, the said Frontier Bank and The Bankers Bank do hereby grant, bargain, sell and convey unto the said **Frontier Bank and The Bankers Bank** as Tenants in Common the following described property situated in the County of Shelby, State of Alabama, to wit:

Township 20 South, Range 1 West, Shelby County, Alabama, to wit:

Section 29:

The East one-half of the Northwest  $\frac{1}{4}$ ; the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; the North one half of the Southwest  $\frac{1}{4}$ ; the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ .

Section 30:

The South one-half of the Southwest  $\frac{1}{4}$  ; the East one-half of the Southeast  $\frac{1}{4}$ ; the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ .

Section 31:

The Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; the East one-half of the Northwest  $\frac{1}{4}$ ; the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ .

Township 20 South, Range 2 West, Shelby County, Alabama:

Section 23:



The Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ .

Section 24:

The Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; the South one half of the Southwest  $\frac{1}{4}$ ; the West one-half of the Southeast  $\frac{1}{4}$ .

Section 25:

The Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; the South one-half of the Northwest  $\frac{1}{4}$ ; the Southwest  $\frac{1}{4}$ ; the West one-half of the Southeast  $\frac{1}{4}$ ; the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ;

A part of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  described as being a 6 acre block in the Northwest corner of  $\frac{1}{4}$  -  $\frac{1}{4}$ ;

A part of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  described as follows:

Commencing at the Southeast corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  and run North for 150 yards (450 feet) to a road, thence run westerly along the road to C.L. Mooney's land; thence South to the Southwest corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$ ; thence East to the Southeast corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  and the point of beginning.

Section 26:

All that part of the Northeast  $\frac{1}{4}$  and all that part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  which lies South of the following described line to wit:

Commencing where the Clear Prong of Yellow Leaf Creek is intersected by the North and South median line of said Section and run in a straight line to the point where said creek is intersected by the East boundary of said Section;

The West one-half, EXCEPT the South one-half of the South one-half of the Southwest  $\frac{1}{4}$ ;

The Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , EXCEPT the South one-half of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and LESS AND EXCEPT the following described parcel from the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ :

Commence at the Southwest corner of said Section 26 and proceed North  $02^{\circ}32'48''$  West along the West boundary line of said Section for a distance of 688.38 feet; thence run North  $88^{\circ}38'46''$  East for a distance of 2,268.45 feet to the point of beginning; thence continue North  $88^{\circ}38'46''$  East for a distance of 940.0 feet; thence run North  $55^{\circ}15'57''$  West for 91.32 feet; thence run North  $33^{\circ}12'32''$  West for a distance of 180.70 feet; thence run South

88°38'46" West for a distance of 770.85 feet; thence run South 01°21'14" East for a distance of 207.30 feet back to the point of beginning;

Ten acres evenly off the West side of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , LESS AND EXCEPT, the South one-half of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ .

Section 36:

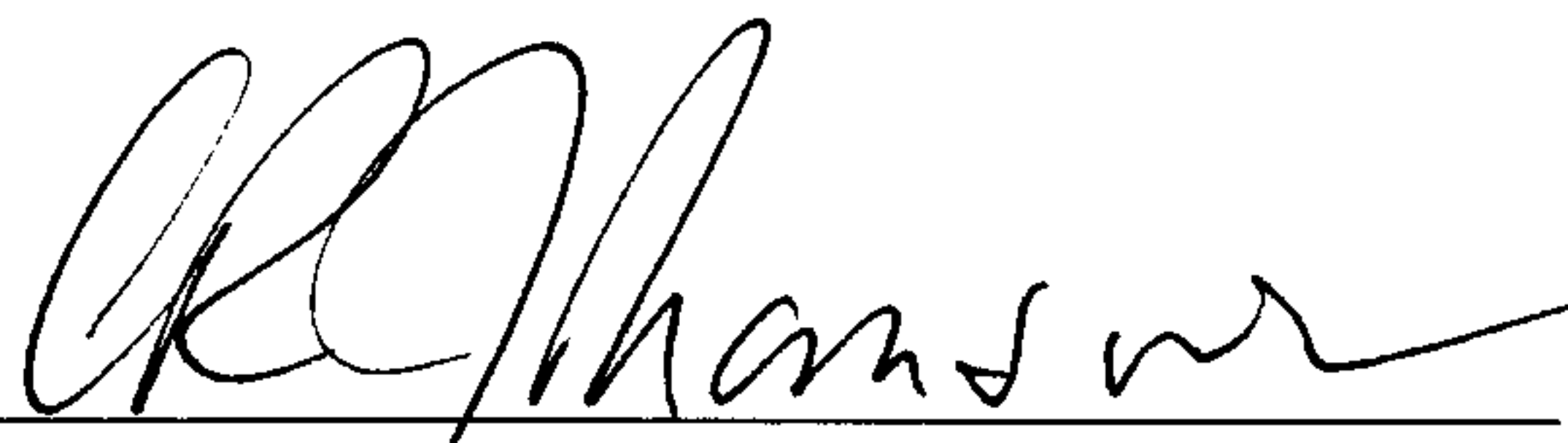
The Northeast  $\frac{1}{4}$ .


LESS AND EXCEPT any part of subject properly lying within a roadway or easement.

**TO HAVE AND TO HOLD** the said property unto the said grantees, and to their 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. 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.

Lenders made no representations or warranties as to the physical condition of the real estate and/or any improvements thereon. Lenders were 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 have made no statements or warranties that said real estate is or is not free of any hazardous and/or toxic substances.

**IN WITNESS WHEREOF**, Charles R. Johanson, III, as auctioneer, has hereunto set his hand and seal on this the 20th day of August, 2007.

  
Charles R. Johanson, III, Auctioneer

  
20070824000401150 4/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
08/24/2007 04:03:06PM FILED/CERT

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles R. Johanson, III, whose name as Auctioneer, 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24<sup>th</sup> day of August,  
2007.

*Judy K. Griffith*  
NOTARY PUBLIC  
My Commission Expires: 9/20/09

THIS INSTRUMENT PREPARED BY:

Charles R. Johanson, III  
ENGEL, HAIRSTON & JOHANSON, P.C.  
P.O. Box 11405  
Birmingham, AL 35202  
205/328-4600

GRANTEE'S ADDRESS:

The Bankers Bank  
3800 Colonnade Parkway  
Suite 575  
Birmingham, AL 35243-3369

Frontier Bank  
43 North Broadway Ave.  
Sylacauga, AL 35150