

**THIS INSTRUMENT PREPARED BY:**  
**STEPHEN M. MACHEN**  
**P.O. Box 660**  
**Sylacauga, AL 35150**

**SEND TAX NOTICE TO:**  
**SouthFirst Mortgage**  
**2159 Rocky Ridge Road**  
**Birmingham AL 35236**

**MORTGAGE FORECLOSURE DEED**

**STATE OF ALABAMA           §**  
**COUNTY OF SHELBY       §**

**KNOW ALL MEN BY THESE PRESENTS**, that whereas, heretofore on, to-wit: OLD SOUTH BUILDERS INC., an Alabama Corporation, executed a certain mortgage on the property hereinafter described to SOUTHFIRST MORTGAGE, organized and existing under the laws of the United States of America, as mortgagee and said mortgage is recorded in instrument #20070315000117120 and as modified in Instrument #20070824000400770, in the Office of the Judge of Probate of Shelby County, Alabama, and

Whereas, under the terms of the mortgage the Mortgagee was authorized and empowered in the event of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property at public sale after giving notice of the time and place of such sale by publishing such notice once a week for three consecutive weeks in a newspaper published in said County; and

Whereas, default was made in the payment of the indebtedness secured by said mortgage and the Mortgagee declared all of the indebtedness secured due and payable, and said mortgage subject to foreclosure and gave due and proper notice of said foreclosure sale by publication in the Shelby County Reporter, a newspaper published in the city of Maylene, Shelby County, Alabama in its issues of December 19, 2007; December 26, 2007; and January 2, 2008; and

Whereas, on the 8<sup>th</sup> day of January, 2008, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said sale was duly and properly conducted and SouthFirst Mortgage, organized and existing under the laws of the United States of America, as the owner of said mortgage offered said property for sale at public outcry as provided in said mortgage and Stephen M. Machen was the auctioneer and agent who conducted said sale for the Mortgagee; and

Whereas, the highest and best bid for the property described in said mortgage was the bid of SouthFirst Mortgage, organized and existing under the laws of the United States of America, acting by and through its attorney-in-fact, Stephen M. Machen, in the sum of ONE HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED FORTY FIVE and 96/100 (\$187,645.96) Dollars which sum of money SouthFirst Mortgage, organized and existing under the laws of the United States of America, as mortgagee and owner, offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to SouthFirst Mortgage, organized and existing under the laws of the United States of America.

**NOW THEREFORE**, in consideration of the premises and a credit in the amount of ONE HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED FORTY FIVE and 96/100 (\$187,645.96) Dollars on the indebtedness secured by said mortgage the said SouthFirst Mortgage, organized and existing under the laws of the United States of America, by and through Stephen M. Machen, as auctioneer, conducting the said sale and as attorney in fact for SouthFirst Mortgage, and said Stephen M. Machen as the auctioneer conducting the said sale, does hereby grant, bargain, sell and convey unto the SouthFirst Mortgage, organized and existing under the laws of the United States of America, the following described property situated in Shelby County, Alabama, to-wit:

Lot 304, according to the Survey of Chinaberry Highlands, as recorded in Map Book 36, Page 123, in the Probate Office of Shelby County, Alabama.



**TO HAVE AND TO HOLD** the above described property unto the SouthFirst Mortgage, organized and existing under the laws of the United States of America, its successors and 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.

**IN WITNESS WHEREOF**, SouthFirst Mortgage, organized and existing under the laws of the United States of America, has caused this instrument to be executed by and through Stephen M. Machen as Auctioneer conducting said sale, and as Attorney-in-Fact and Stephen M. Machen as Auctioneer conducting said sale, has hereto set his hand and seal on this the 8<sup>th</sup> day of January, 2008.

\_\_\_\_\_  
OLD SOUTH BUILDERS, INC.

BY: \_\_\_\_\_  
STEPHEN M. MACHEN

SOUTHFIRST MORTGAGE

By: \_\_\_\_\_  
Stephen M. Machen, as Auctioneer  
and Attorney-in-Fact

STATE OF ALABAMA    §  
TALLADEGA COUNTY   §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen M. Machen, whose name as attorney for mortgagee and as auctioneer and as attorney-in-fact for mortgagors 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 this conveyance, he with full authority, executed same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 8<sup>th</sup> day of January, 2008.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: MY COMMISSION EXPIRES JULY 23, 2008



# Publisher's Certificate of Publication

## STATE OF ALABAMA SHELBY COUNTY

Personally appeared before me, the undersigned Notary Public, in and for said state and county, **Tim Prince**, who, being duly sworn according to the law deposes and says that he is Publisher of the *Shelby County Reporter*, a newspaper published in said county, and the publication of a certain notice, a true copy of which is hereto affixed, has been made in said newspaper 3 week(s) consecutively, to-wit in issues thereof dated as follows:

19 day of December, 2007

26 day of December, 2007

2 day of January, 2008

\_\_\_\_ day of \_\_\_\_\_, 2008

  
\_\_\_\_\_  
Publisher, *Shelby County Reporter*

Sworn to and subscribed before me this 2 day of January, 2008.

  
\_\_\_\_\_  
Notary Public, State of Alabama at large

My commission expires 05-02-2010

### LAWAL NOTICE MORTGAGE FORECLOSURE

Default having been made in an indebtedness evidenced by a mortgage executed by OLD SOUTH BUILDERS, INC., an Alabama Corporation, to SOUTHFIRST MORTGAGE dated March 12, 2007, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument # 20070315000117120 and as modified in Instrument #20070824000400770, being condition broken and said default continuing until this date, notice is hereby given by publication once a week for three consecutive weeks in the *Shelby County Reporter*, a newspaper published in the County where the lands referred to herein are situated, on December 19, 2007, December 26, 2007, and January 2, 2008, that on January 9, 2008, the undersigned as auctioneer, will sell to the highest bidder for cash, at public outcry, in front of the south door of the Shelby County Courthouse in Columbiana, Alabama, between the hours of 11:00 a.m. and 4:00 p.m. the following described real estate situated in Shelby County, Alabama:

Lot 304, according to the Survey of Chinaberry Highlands, as recorded in Map Book 36, Page 123, in the Probate Office of Shelby County, Alabama.

THIS PROPERTY WILL BE SOLD ON AN "AS IS, WHERE IS" BASIS, SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, AND EXCEPTIONS REFLECTED IN THE MORTGAGE AND THOSE CONTAINED IN THE OFFICE OF THE JUDGE OF PROBATE OF THE COUNTY WHERE THE ABOVE-DESCRIBED PROPERTY IS SITUATED. THIS PROPERTY WILL BE SOLD WITHOUT WARRANTY OR RECOURSE, EXPRESSED OR IMPLIED AS TO TITLE, USE AND/OR ENJOYMENT AND WILL BE SOLD SUBJECT TO THE RIGHT OF REDEMPTION OF ALL PARTIES ENTITLED THERETO.

This sale is made for the purpose of paying the indebtedness secured by said mortgage, as well as the expenses of foreclosure.

The Mortgagee/Transferor reserves the right to bid for and purchase the real estate and to credit its purchase price against the expenses of sale and the indebtedness secured by the real estate.

This sale is subject to postponement or cancellation; contact Stephen M. Machen at the phone number shown below prior to attendance at sale.

Said sale is to be had and conducted and the proceeds therefrom applied under the terms and conditions of said mortgage.

\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Southern First Mortgage

\_\_\_\_\_  
Stephen M. Machen,  
Auctioneer, for  
Southern First Mortgage  
(205) 444-8813

*Shelby County Reporter*  
December 19, 26, 2007  
and January 2, 2008  
PAGE 304



20080108000009610 3/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
01/08/2008 11:06:57AM FILED/CERT