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Shelby Cnty Judge of Probate, AL
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This instrument was prepared by:
Frank C. Galloway III
Galloway & Somerville, LLC
11 Oak Street
Birmingham, Alabama 35213

Send tax notice to:
Bryant Bank
% Ronald B. Roberts
2700 Cahaba Village Plaza
Birmingham, AL 35243

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
 :
SHELBY COUNTY) **KNOW ALL MEN BY THESE PRESENTS**

THAT, on September 7, 2006, J. Elliott Corp. executed a mortgage in favor of Bryant Bank, which mortgage is recorded in Instrument # 20060926000477250 in the Office of the Judge of Probate of Shelby County, Alabama; said mortgage being modified by the instrument entitled Modification of Mortgage dated November 15, 2007 and recorded in Instrument # 20071126000536050 in the Office of the Judge of Probate of Shelby County, Alabama, and

WHEREAS, in and by said mortgage, the mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the front Courthouse door in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some newspaper published in said county by publication once a week for three (3) consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and the said mortgage provided that in case of sale under the power and authority contained in same, the mortgagee or any person conducting said sale for the mortgagee was authorized to execute a foreclosure deed conveying title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if it is the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said Bryant Bank did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the *Shelby County Reporter*, a newspaper published in Shelby County, Alabama, in its issues of March 12, 19 and 26 of 2008; and

WHEREAS, on April 2, 2008, the day of which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and Bryant Bank, as mortgagee, did offer for sale and sell at public outcry before the front door of the Courthouse in the City of Columbiana in Shelby County, Alabama, the property described herein; and

WHEREAS, Frank C. Galloway III was the Auctioneer who conducted the said sale for the said Bryant Bank, and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of Bryant Bank in the amount of THREE HUNDRED THOUSAND and 00/100 Dollars (\$300,000.00), on the indebtedness secured by said mortgage, Bryant Bank, by and through Frank C. Galloway III as Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL AND CONVEY unto Bryant Bank, the following described property situated in Shelby County Alabama:

Lot 23, according to the Survey of Habersham Place, as recorded in Map Book 37, Page 1-A and 1-B, in the Probate Office of Shelby County, Alabama.

This property is sold in an "as-is, where-is" condition.

- Subject to:
- 1) Any easements, encumbrances and exceptions reflected in the subject mortgage and those contained in the records of the Office of the Judge of Probate of Shelby County, Alabama;
 - 2) all zoning ordinances;
 - 3) matters which would be disclosed by an accurate survey or by an inspection of the property;
 - 4) any outstanding taxes, including, but not limited to, ad valorem taxes, which constitute liens upon said property;
 - 5) special assessments;
 - 6) all outstanding bills for public utilities which constitute liens upon said property;
 - 7) all restrictive covenants, easements, and rights of way;
 - 8) all statutory rights of redemption pursuant to Alabama law; and
 - 9) any other matters of record superior to said mortgage.

Except for the warranties of title existing at law by virtue of the conveyance effected via this statutory warranty deed (and subject to the exceptions and limitations noted herein), this property is sold without warranty or recourse expressed or implied as to title, use and/or enjoyment.

TO HAVE AND TO HOLD the above described property unto Bryant Bank, its successors and assigns forever.

IN WITNESS WHEREOF, Bryant Bank has caused this instrument to be executed by and through Frank C. Galloway III, as Auctioneer, conducting said sale, and Frank C. Galloway III as both attorney in fact, and Auctioneer conducting said sale has hereto set his hand and seal on this the 2nd day of April, 2008.

BRYANT BANK

BY: Frank C. Galloway III (Seal)
Frank C. Galloway III
As Auctioneer and Attorney in Fact

STATE OF ALABAMA)
:
SHELBY COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Frank C. Galloway III, whose name as Auctioneer and Attorney in Fact for Bryant 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 Auctioneer and Attorney in Fact, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of April, 2008.

Jennifer P. Glover
Notary Public
My Commission Expires: 12-2-11