



20080624000257590 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
06/24/2008 02:29:21PM FILED/CERT

## MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA )

SHELBY COUNTY )

WHEREAS, on, to-wit: March 23, 2005, RIDGEVIEW, LLC., a limited liability company, (herein called MORTGAGOR), did execute and deliver to FIRST FINANCIAL BANK, a corporation, (hereinafter called MORTGAGEE), a certain mortgage on the hereinafter described real estate to secure an indebtedness of \$898,989.90 therein described, said mortgage being of record in 20050404000152150, in the Probate Court of Shelby County, Alabama, and

WHEREAS, under the terms and provisions of said mortgage the said Mortgagee was authorized and empowered upon default in the payment of said indebtedness, to sell said real estate at public sale at the entrance of the Shelby County Courthouse in Columbiana, Alabama, to the highest bidder for cash, after first having mailed a thirty (30) day written notice to Mortgagors as required by said mortgage and after first having given notice of the time, place and terms of sale by advertisement for three (3) successive weeks in the SHELBY COUNTY REPORTER, a newspaper published in Shelby County, Alabama; and

WHEREAS, Mortgagors did fail and default in the payment of the indebtedness described in and secured by said mortgage and said indebtedness did thereby become in default and said mortgage was thereby subject to foreclosure; and

WHEREAS, the said Mortgagee, upon default in the payment of the indebtedness did declare the entire indebtedness due and payable and elected to foreclose said mortgage; and

WHEREAS, Mortgagee did give said thirty (30) day written notice as required by said mortgage and did thereafter advertise and give notice of the sale of said real estate under

the terms and conditions of said mortgage by advertising notice of the time, place and terms of sale in the SHELBY COUNTY REPORTER, a newspaper of general circulation published in Shelby County, Alabama, said notices appearing in said newspaper once a week for three (3) successive weeks, on June 4, 11 and 18, 2008, which said notices stated that said real estate, describing it, would be sold at public auction to the highest bidder for cash during the legal hours of sale on June 24, 2008 at the entrance of the Shelby County Courthouse, at Columbiana, Alabama; and

WHEREAS, on June 24, 2008, within the legal hours of sale at the entrance of the Shelby County Courthouse, at Columbiana, Alabama, said real estate was offered for sale at public auction by V. Edward Freeman, II, who was and is the attorney for Mortgagee and acted as auctioneer in conducting said sale, and at said sale was sold to FIRST FINANCIAL BANK for the sum of \$949,074.22 said amount being the highest, best and last bid offered for said real estate.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned V. Edward Freeman, II, as Attorney for Mortgagee and as auctioneer conducting said sale, for and in consideration of the premises and the sum of \$949,074.22, do hereby grant, bargain, sell and convey unto FIRST FINANCIAL BANK, all of the right, title and interest of the said Mortgagors and of FIRST FINANCIAL BANK, as Mortgagee in and to the following described real estate situated in Shelby County, Alabama, to-wit: See legal description attached.

**SEE ATTACHED EXHIBIT A**

**SOURCE OF TITLE: 20050404000152150**

SUBJECT TO:

1. One year right of redemption.
2. Taxes for the year 2008 and subsequent years.

3. Transmission line permits to Alabama Power Company as recorded in Deed Book 101, Page 125; Deed Book 101, Page 126; Deed Book 101, Page 127; Deed Book 130, Page 185; Deed Book 113, Page 17; Deed Book 117, Page 125; Deed Book 130, Page 215; Deed Book 138, Page 155 and Deed Book 138, Page 198.
4. Easement to South Central Bell as recorded in Deed Book 336, Page 238.
5. Right of Way granted to Shelby County as recorded in Deed Book 296, Page 17.
6. Right of Way to Warren & Adams as shown in Deed Book 15, Page 60.
7. Right of Way to Longview Lime as recorded in Deed Book 17, Page 132 and Deed Book 60, Page 109.
8. Water rights as shown in deed recorded in Deed Book 60, Page 109.
9. Access Easement as recorded in Volume 325, Page 477.
10. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.

TO HAVE AND TO HOLD UNTO SAID, FIRST FINANCIAL BANK, its, successors, heirs and assigns, FOREVER, as fully and aforesaid, under and by virtue of the power and authority vested in me as such attorney and auctioneer by the terms of said mortgage.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, as attorney and auctioneer aforesaid, on this 24<sup>th</sup> day of June, 2008.

RIDGEVIEW, LLC.

(SEAL)

By   
As Attorney and Auctioneer Aforesaid



FIRST FINANCIAL BANK

(SEAL)

By V. Edward Freeman, II  
As Attorney and Auctioneer Aforesaid

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that V. Edward Freeman, II, whose name as attorney for Mortgagee and Auctioneer conducting the sale described in the above and foregoing conveyance, 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, executed the same voluntarily on the day the same bears date.

Lori Dabbs  
Lori Dabbs, Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug 4, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

V. Edward Freeman, II  
Stone, Patton, Kierce & Freeman  
118 18<sup>th</sup> Street North  
Bessemer, AL 35020  
Phone (205) 424-1150

Exhibit "A"

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PARCEL 1B:

Commence at the Southeast Corner of the Northeast 1/4 of the Northeast 1/4 of said Section 17, said point being the POINT OF BEGINNING; thence South 88 degrees 18 minutes 23 seconds West, a distance of 374.57 feet; thence continue Westerly along said line, a distance of 530.33 feet; thence continue Westerly along said line, a distance of 465.10 feet to the Southwest Corner of the Northeast 1/4 of the Northeast 1/4 of said Section 17; thence North 02 degrees 32 minutes 03 seconds West, a distance of 665.53 feet; thence East 84 degrees 15 minutes 16 seconds East, a distance of 1058.04 feet; thence South 44 degrees 50 minutes 37 seconds East, a distance of 119.25 feet; thence South 64 degrees 33 minutes 53 seconds East, a distance of 19.78 feet; thence North 87 degrees 14 minutes 31 seconds East, a distance of 19.73 feet; thence North 64 degrees 56 minutes 03 seconds East, a distance of 16.64 feet; thence North 51 degrees 36 minutes 40 seconds East, a distance of 51.65 feet; thence North 58 degrees 21 minutes 17 seconds East, a distance of 58.12 feet; thence North 69 degrees 18 minutes 09 seconds East, a distance of 34.60 feet; thence North 81 degrees 03 minutes 15 seconds East, a distance of 31.93 feet; thence East, a distance of 164.53 feet to the point of curve of a non tangent curve to the left, having a radius of 1027.34 feet, a central angle of 10 degrees 40 minutes 34 seconds and subtended by a chord which bears South 02 degrees 37 minutes 40 seconds West a chord distance of 191.15 feet, thence along arc of said curve a distance of 191.43 feet; thence South 02 degrees 42 minutes 37 seconds East, a distance of 145.98 feet to a point of curve to the left having a radius of 1427.34 feet, a central angle of 06 degrees 26 minutes 55 seconds, and subtended by chord which bears South 05 degrees 56 minutes 04 seconds East a chord distance of 160.56 feet, thence along arc of said curve a distance of 160.65 feet; thence South 09 degrees 09 minutes 32 seconds East, a distance of 83.50 feet to a point of curve to the left having a radius of 302.34 feet, a central angle of 24 degrees 14 minutes 47 seconds, and subtended by a chord which bears South 21 degrees 16 minutes 55 seconds East a chord distance of 126.99 feet, thence along arc of said curve a distance of 127.94 feet; thence South 81 degrees 22 minutes 17 seconds West, a distance of 185.24 feet to the POINT OF BEGINNING.

Now Known as part of Lot 2, according to the survey of Camp Branch Farms, as recorded in Map Book 28, Page 85, in the Probate Office of Shelby County, Alabama.

PARCEL 2A:

Commence at the Northeast Corner of the Southeast 1/4 of the Northeast 1/4 of said Section 17; thence South 88 degrees 18 minutes 23 seconds West, a distance of 374.57 feet to the POINT OF BEGINNING; thence South 03 degrees 22 minutes 20 seconds East, (Meas) South 00 degrees 19 minutes 34 seconds East (Map), a distance of 399.69 feet (Meas) 404.03 feet (Map); thence South 84 degrees 05 minutes 05 seconds West, a distance of 290.68 feet; thence North 05 degrees 37 minutes 07 seconds West, a distance of 90.18 feet; thence South 84 degrees 46 minutes 57 seconds West, a distance of 237.38 feet; thence North 03 degrees 11 minutes 36 seconds West (Meas) North 00 degrees 13 minutes 38 seconds West (Map), a distance of 345.66 feet (Meas) 327.00 feet (Map); thence North 88 degrees 18 minutes 23 seconds East, a distance of 530.33 feet to the POINT OF BEGINNING.

Now known as Lot 1, according to the survey of Camp Branch Farms, as recorded in Map Book 28, Page 85, in the Probate Office of Shelby County, Alabama.

All being situated in Shelby County, Alabama.

