

STATE OF ALABAMA
COUNTY OF SHELBY


20080911000361970 1/3 \$22.00
Shelby Cnty Judge of Probate, AL
09/11/2008 02:45:24PM FILED/CERT

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS that on September 28th, 1990, JERRY E. EPPERSON and LYNN H. EPPERSON executed and delivered to COMMUNITY HOME BANC, INC. a Mortgage on certain real property, which is recorded as Instrument 2000-35151 in the Office of the Judge of Probate of Shelby County, Alabama; said mortgage being assigned to COMMUNITY HOME BANC, INC. as recorded Instrument No. 2001-07819; further assigned to LIVE INTERACTIVE NETWORK CONNECTION CORP. as recorded in Instrument No. 2002-1937; and further assigned to DENNIS JOSLIN COMPANY, LLC as recorded in Instrument No. 2002-11938.

WHEREAS, default was made, and the Mortgage was subject to foreclosure because of said default.

WHEREAS, in said Mortgage, the mortgagee was authorized and empowered, in case of default, to sell the real property. Said Mortgage also provided that the mortgagee, after having given notice of the time, place and terms of sale prior to said sale, is empowered and authorized to execute title to the purchaser of said real property at said sale.

WHEREAS, default having been made, DENNIS JOSLIN COMPANY, LLC, as mortgagee, did declare all of the indebtedness secured by said Mortgage due and payable and declared the real property subject to foreclosure. As provided in the said Mortgage, DENNIS JOSLIN COMPANY, LLC gave due and proper notice of foreclosure of said Mortgage by publishing a Notice of Foreclosure Sale in the *Shelby County Reporter*, a newspaper published in Shelby County, Alabama, in the issues of August 13th, August 20th, and August 27th, 2008.

WHEREAS, on September 4th, 2008, the date on which the foreclosure sale was due to be held under the terms of said notice and during the legal hours of sale, foreclosure was duly and properly conducted, and DENNIS JOSLIN COMPANY, LLC did offer for sale and did sell at public outcry before the Shelby County Courthouse Door, in Columbiana, Alabama, the property hereinafter described.

WHEREAS, the highest bidder was DENNIS JOSLIN COMPANY, LLC (the "Grantees") for a high bid of \$40,500.00, whereupon the property was knocked down to said highest bidder.

NOW, THEREFORE, for and in consideration of the sum of FORTY THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$40,500.00) credited to said indebtedness, DENNIS JOSLIN COMPANY, LLC does hereby grant, convey, sell, transfer and deliver unto the Grantees and their assigns, the following described real property, to-wit:

A part of the SW ¼ of the NW ¼ and a part of the NW ¼ of the NW ¼ of Section 36, Township 21, Range 1 West, being more particularly described as follows: Commence at the NE corner of the SW ¼ of the NW ¼ of Section 36, Township 21 South, Range 1 West;

thence run Westerly along the North line of said $\frac{1}{4}$ $\frac{1}{4}$ section for 501.23 feet to the Westerly right of way of Shelby County #47 and the point of beginning; thence 66 degrees 06 minutes 16 seconds right and run Northwesterly along said right of way for 109.11 feet to the Southerly right of way of Looney Road; thence 95 degrees 13 minutes 36 seconds left run Southwesterly along last said right of way for 235.66 feet to the Easterly right of way of Alabama Gas Corporation; thence 82 degrees 12 minutes 23 seconds left run Southerly along last said right of way for 106.11 feet to a $\frac{1}{2}$ inch rebar; thence 93 degrees 29 minutes 34 seconds left run Northeasterly 239.58 feet to the Westerly right of way said Shelby County Highway #47; thence 89 degrees 04 minutes 27 seconds left run Northwesterly along said right of way for 14.48 feet to the point of beginning.

SUBJECT TO: i) taxes for the years 2006 and 2007, a lien and currently due and payable; ii) taxes for the year of 2008, a lien but not yet due or payable; iii) coal, oil, gas, and mineral and mining rights not owned by Mortgagor.

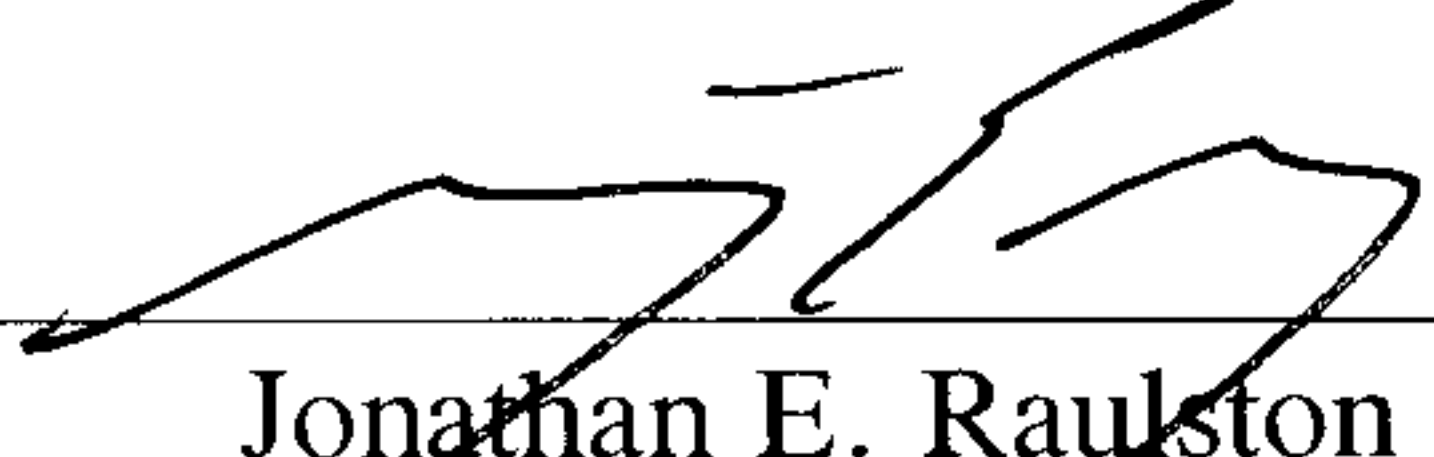
TO HAVE AND TO HOLD the above described property unto the said Grantees or their assigns forever; subject, however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama. However, it is expressly stipulated and agreed, that this conveyance 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.

IN WITNESS WHEREOF, DENNIS JOSLIN COMPANY, LLC has caused this conveyance to be executed by its attorney and auctioneer.

Done at Birmingham, Alabama, as and for the official act of said DENNIS JOSLIN COMPANY, LLC on this 5th day of September, 2008.

DENNIS JOSLIN COMPANY, LLC

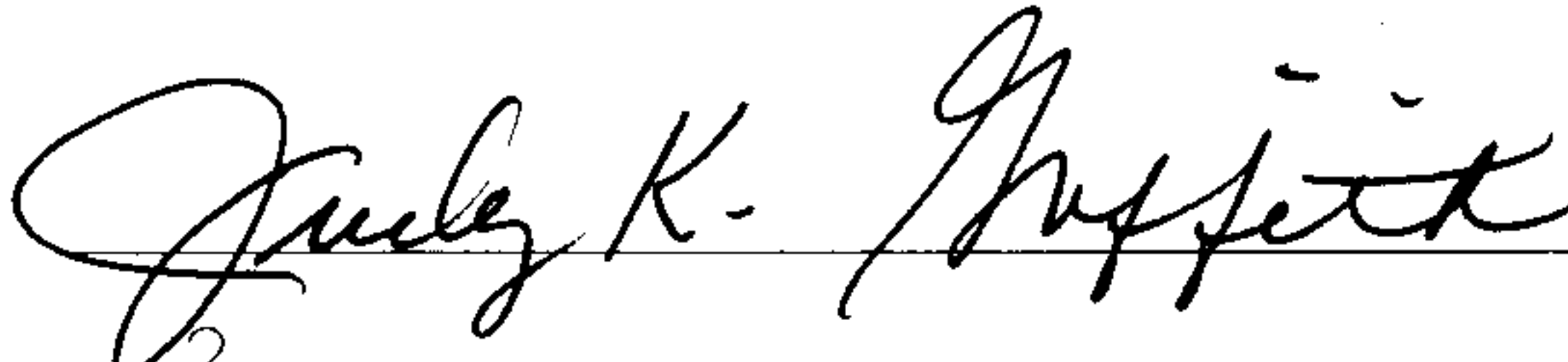
By


Jonathan E. Raulston
Attorney and Auctioneer

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Jonathan E. Raulston, whose name as Attorney and Auctioneer of DENNIS JOSLIN COMPANY, LLC 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, with full authority executed the same voluntarily for and as the act of DENNIS JOSLIN COMPANY, LLC.

GIVEN UNDER MY HAND and seal at Birmingham, Alabama on September 5th, 2008.


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Notary Public

My Commission Expires: 9/20/09

This Instrument was prepared by:

Jonathan E. Raulston

ENGEL, HAIRSTON AND JOHANSON, P.C.

Post Office Box 11405

Birmingham, Alabama 35202

(205) 328-4600



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