
This instrument prepared by DAVID LEE JONES, attorney, 2305 Worth St., P.O. Box 940, Guntersville, AL 35976, (256) 582-0588. Unless separately contracted, the draftsman makes no warranties as to the sufficiency of the interest conveyed.

STATE OF ALABAMA - SHELBY COUNTY

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that whereas, on August 16, 2005, Edwards Specialties, Inc., an Alabama corporation, hereinafter MORTGAGOR, executed a certain mortgage on the property hereinafter described, to BancorpSouth Bank, a corporation, hereinafter referred to as MORTGAGEE, and which said mortgage is recorded August 18, 2005, in Instrument Number 20050818000425450, in the Office of the Probate Judge 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 the hereinbelow described property before the County 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 of general circulation, published in said county, by publication once a week for three successive weeks prior to sale at public outcry for cash, to the highest bidder, and 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 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 as the highest bidder therefore and,

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said MORTGAGEE did declare all of the indebtedness secured by said mortgage, due and payable and said MORTGAGEE, pursuant to foreclosure as therein provided, did give due and proper notice of the foreclosure of said mortgage by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of October 08, 2008, October 15, 2008 and October 22, 2008.

WHEREAS, on October 29, 2008, during the legal hours of sale, the day on which the foreclosure was due to be held under the terms of said notice, said foreclosure was duly and properly conducted, and the mortgagee did offer for sale and sell at public outcry before the County Courthouse door in the City of Columbiana in Shelby County, Alabama, the property hereinafter described; and,

WHEREAS, DAVID LEE JONES, was the auctioneer who conducted said foreclosure sale.

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of the MORTGAGEE in the amount of Three Hundred Forty Thousand and no/100 Dollars (\$340,000.00), and said property was thereupon sold to the MORTGAGEE.

NOW THEREFORE, in consideration of the premises and of a credit in the amount of Three Hundred Forty Thousand and no/100 Dollars (\$340,000.00), subject to the payment of expenses of foreclosure, on the indebtedness secured by said mortgage, DAVID LEE JONES, as attorney in fact for the MORTGAGOR and as auctioneer conducting said sale and attorney for the MORTGAGEE, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said MORTGAGEE, the following described property located in Shelby County, Alabama, to-wit:

A parcel of land lying in part of the Northwest Quarter of the Northwest Quarter of Section 20, the Northeast Quarter of the Northeast Quarter of Section 19, and part of the East half of Section 18, all in Township 22 South, Range 2 West, being more particularly described as follows:

Begin at the Southeast corner of Section 18, Township 22 South, Range 2 West and run North along the East line thereof for a distance of 1320.98 feet to the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section; thence turn an interior angle to the right 180 degrees 02 minutes 37 seconds and run in a Northerly direction for a distance of 500.01 feet; thence turn an interior angle to the right 89 degrees 10 minutes 47 seconds and run in a Westerly direction for a distance of 698.17 feet; thence turn an interior angle to the right 239 degrees 33 minutes 31 seconds and run in a Northwesterly direction for a distance of 517.86 feet; thence turn an interior angle to the right 30 degrees 05 minutes 43 seconds and run in a Southerly direction for a distance of 1228.44 feet to the Northeastern-most right of way of Shelby County Road #16 (80' R.O.W.); thence turn an interior angle to the right 155 degrees 46 minutes 19 seconds and run in a Southeasterly direction along said right of way for a distance of 378.00 feet to the-point of commencement of a curve turning to the left, said curve having a radius of 2251.86 feet, a central angle 37

degrees 59 minutes 40 seconds, a chord distance of 1466.06 feet, and an interior angle to chord of 155 degrees 25 minutes 24 seconds; thence run along the arc of said curve and along said right of way for a distance of 1493.28 feet; thence leaving said right of way turn an interior angle from chord 41 degrees 40 minutes 49 seconds and run in a Northerly direction for a distance of 367.96 feet to a point on the North line of Section 20, Township 22 South, Range 2 West; thence turn an interior angle to the right 91 degrees 38 minutes 20 seconds and run in a Westerly direction along the North line of said Section for a distance of 229.73 feet to the Northwest corner of said Section 20, said point also being the POINT OF BEGINNING. Said parcel contains 1,586,509 square feet or 36.42 acres more or less. (w\j29002now29567shelby#4)

TO HAVE AND TO HOLD the above described property unto the said MORTGAGEE, its successors and assigns forever; subject however, to ad valorem taxes due October 1, 2008, and October 1, 2009, subject to any municipal improvements, assessments and fire district dues, subject to any part of the above property lying within a public road, subject to overhead power lines which traverse the property from East to West and overhead power line which runs along the westerly edge of the property near the right of way for County Road 16, subject to subject to any and all rights outstanding by reason of the statutory right of redemption from the foreclosure on the part of those entitled to redeem as provided by the Laws of the State of Alabama, and title to all minerals, mining privileges, easements, rights of way, road or otherwise, restrictions and covenants of record.

IN WITNESS WHEREOF, the parties have caused their name to be signed by and through DAVID LEE JONES, as attorney in fact for the MORTGAGOR and as auctioneer conducting said sale and attorney for MORTGAGEE, who has hereunto set his/her hand on this the 29th day of October, 2008.

MORTGAGOR:

BY: DAVID LEE JONES, AS
ATTORNEY IN FACT
FOR MORTGAGOR

MORTGAGEE:

BY: DAVID LEE JONES, AUCTIONEER
CONDUCTING SAID SALE AND ATTORNEY
FOR MORTGAGEE

STATE OF ALABAMA)

MARSHALL COUNTY)

ACKNOWLEDGMENT FOR PERSON IN
REPRESENTATIVE CAPACITY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that DAVID LEE JONES whose name as attorney in fact for the MORTGAGOR and as auctioneer conducting said sale and attorney for MORTGAGEE, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he/she, in his/her capacity as such, executed the same voluntarily and on the day the same bears date.

GIVEN under my hand on this the 29th day of October, 2008.

NOTARY PUBLIC
My Commission Expires: _____

TAX STATEMENTS SHOULD BE
SENT TO GRANTEE:
BANCORPSOUTH BANK
P. O. BOX 580
GUNTERSVILLE, AL 35976