

20081219000470970 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/19/2008 01:03:43PM FILED/CERT

Send Tax Notice To: First Financial Bank
P.O. Box 340
Bessemer, AL 35021

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
SHELBY COUNTY)

WHEREAS, on, to-wit: **September 5, 2006, Petra Land Company, Inc., an Alabama Corporation** (herein called MORTGAGOR), did execute and deliver to **First Financial Bank**, (hereinafter called MORTGAGEE), a certain mortgage on the hereinafter described real estate to secure an indebtedness of **\$253,000.00** therein described, said mortgage being recorded in **Instrument 20060915000458920, 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 Mortgagor 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**, newspaper published in Shelby County, Alabama; and

WHEREAS, Mortgagor 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 **December 3, 10 and 17, 2008** which said notice 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 **December 19, 2008** at the entrance of the Shelby County Courthouse, in Columbiana, Alabama;

WHEREAS, on **December 19, 2008**, within the legal hours of sale at the entrance of the Shelby County Courthouse, in Columbiana, Alabama, said real estate was offered for sale in parcels and not en masse at public auction by **Robert Scott Dooley**, who was and is the attorney for Mortgagee and acted as auctioneer in conducting said sale, and at said sale no one appeared to purchase and each was sold to **First Financial Bank** for the sum of **\$95,500.00**, 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 **Robert Scott Dooley**, as Attorney for Mortgagee and as auctioneer conducting said sale, for and in consideration of the premises and the sum of **\$95,500.00**, 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:

A parcel of land situated in the Northwest quarter of the Northwest quarter of Section 20 Township 22 South. Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a found railroad rail being locally accepted as the Northwest corner Section 20, Township 22 South, Range 2 West, Shelby County, Alabama; thence North 88 degrees 48 minutes 57 seconds East a distance of 228.73 feet; thence South 02 degrees 49 minutes 25 seconds East a distance of 177.00 feet to the point of beginning; thence South 02 degrees 49 minutes 25 seconds East a distance of 191.06 feet; thence South 65 degrees 21 minutes 09 seconds East a distance of 146.83 feet; thence with a curve turning to the left with an arc length of 49.04 feet, with a radius of 25.00 feet, with a chord bearing of North 56 degrees 35 minutes 05 seconds East, with a chord length of 41.54 feet; thence North 00 degrees 23 minutes 40 seconds East a distance of 146.46 feet; thence with a curve turning to the left with an arc length of 21.03 feet, with a radius of 25.00 feet, with a chord bearing North 23 degrees 42 minutes 01 second West, with a chord length of 20.41 feet; thence with a curve turning to the right with an arc length of 48.29 feet, with a radius of 50.00 feet, with a chord bearing of North 20 degrees 07 minutes 35 seconds West, with a chord length of 46.44 feet; thence North 82 degrees 27 minutes 27 seconds West a distance of 155.72 feet to the point of beginning.

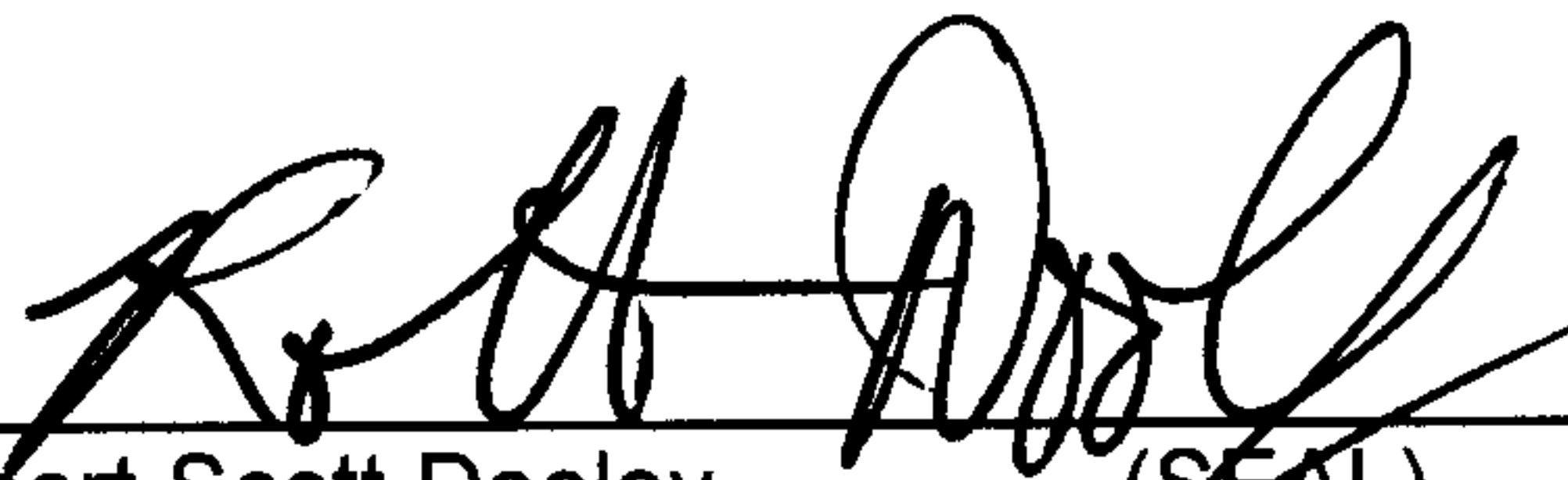
Source of Title: Instrument 20060915000458920, Shelby County, Alabama

SUBJECT TO:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, impose by law and not shown by the public records.
6. Taxes or assessment s which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.
7. Taxes for the year 2009 and subsequent years.
8. Less and except any part of subject property lying within any road right-of-way.
9. 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, are not insured herein.
10. All rights outstanding by reason of statutory right of redemption.

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.

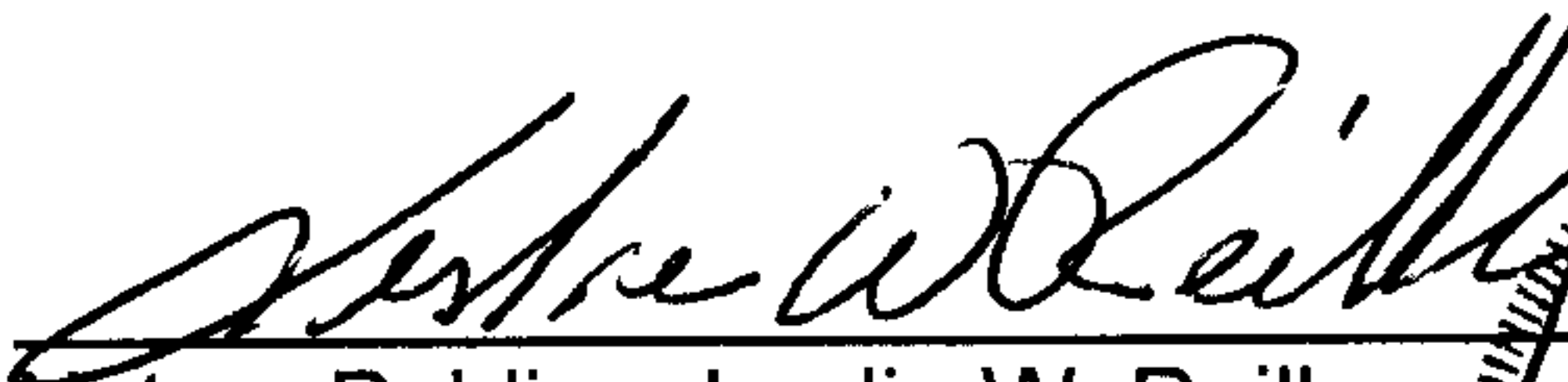
IN WITNESS WHEREOF, I have hereunto set my hand and seal, as attorney and auctioneer aforesaid, on this **19th** day of **December, 2008**.

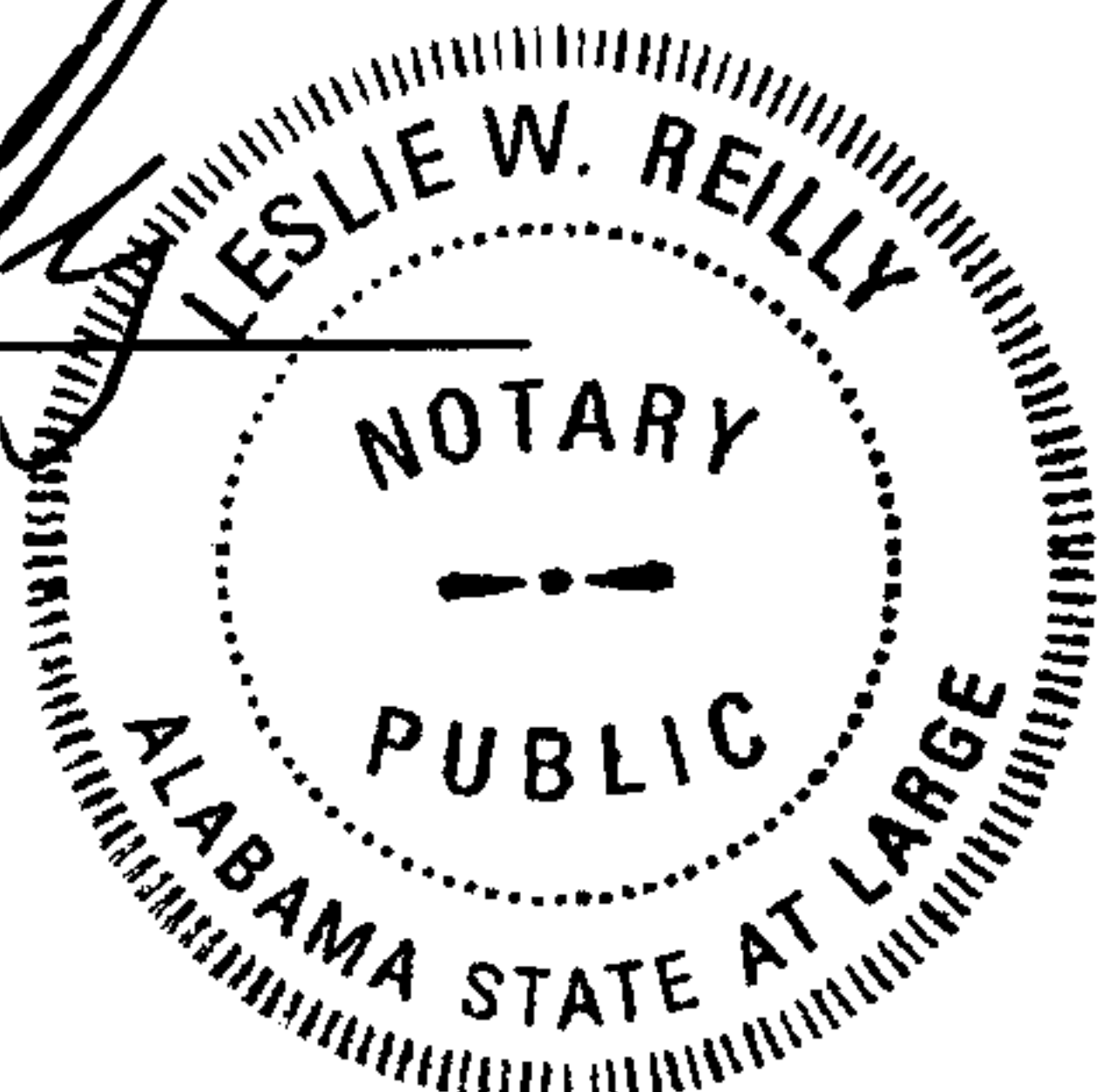
By 
Robert Scott Dooley (SEAL)
As Attorney and Auctioneer Aforesaid

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Robert Scott Dooley**, 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.

This **19th** day of **December, 2008**.


Notary Public – Leslie W. Reilly
My commission expires: 2-4-09



This Instrument prepared by:
Robert Scott Dooley
Stone, Patton, Kierce & Freeman
118 18th Street North
Bessemer, AL 35020
(205) 424-1150