

## Foreclosure Deed

20090123000022820 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
01/23/2009 03:39:42PM FILED/CERT

STATE OF ALABAMA     )  
                                      )  
COUNTY OF SHELBY    )

WHEREAS, **Richard Eric McClure**, and **Carolyn Shalaine McClure**, a married couple, did on 01 October, 2004, execute a mortgage conveyance which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument #20041012000564650, which mortgage did convey the lands hereinafter described to **CENTRAL STATE BANK**; and

WHEREAS, in and by the terms of said mortgage, the mortgagee, **CENTRAL STATE BANK**, and assigns, or any person conducting said sale for mortgagee, were authorized and empowered to sell the hereinafter described property upon default in the payment of the principal sum secured by said mortgage and the interest thereon, at auction for cash, at the Shelby County Courthouse, in the City of Columbiana, Alabama, after having given notice thereof for three weeks by publication once a week in any newspaper then published in the said City, and execute the proper conveyance to the purchaser and further, that the auctioneer or person making the sale was empowered and directed to make and execute a deed to the purchaser in the names of the mortgagors; and

WHEREAS, there was default in the payment of the principal sum secured by said mortgage and the interest thereon and said default continuing, and after said default notice was given as required in said mortgage of the time, place and term of sale, together with a description of said property to be sold and the purpose of such sale by publication once a week for three consecutive weeks, viz: 17 December, 2008, 24 December, 2008, and 31 December, 2008, in the *Shelby County Reporter*, a newspaper, then and now published in the City of Columbiana, Alabama; and

WHEREAS, pursuant to said notice, said property was offered for sale during the legal hours of sale by *Clint C. Thomas, Esq.*, as attorney-in-fact for the mortgagors and as attorney-in-fact for said mortgagee, and *Clint C. Thomas, Esq.*, as auctioneer and person making the sale, at the Shelby County Courthouse, in the City of Columbiana, Alabama, on 16 January, 2009, and at said sale Central State Bank was the highest bidder for the said property at and for the sum of Forty-eight Thousand Nine Hundred Seventy-Two Dollars and 53/100 (\$ 48,972.53 ), and said property was sold to the said Central State Bank at and for the sum aforesaid.

NOW THEREFORE, the premises considered, the said mortgagee, **CENTRAL STATE BANK**, by and through its attorney-in-fact, *Clint C. Thomas, Esq.*, duly authorized as aforesaid and *Clint C. Thomas, Esq.*, as the auctioneer and person making the sale, by virtue of and in execution of the powers contained in said mortgage conveyance as aforesaid, for and in consideration of the sum of Forty-eight Thousand Nine Hundred Seventy-Two Dollars and 53/100 (\$ 48,972.53 ) to me in hand paid by the said Central State Bank, receipt of which is hereby acknowledged,



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we do GRANT, BARGAIN, SELL and CONVEY unto the said Central State Bank the following described real estate lying and being situated in the County of Shelby, State of Alabama, to wit:

*Begin at the NE corner of the SE 1/4 of the SE 1/4 of Section 2, Township 22 South, Range 1 West, Shelby County, Alabama; thence South 1 degrees 3 minutes 30 seconds West along the East line of said 1/4-1/4 Section a distance of 328.04 feet; thence South 89 degrees 26 minutes 27 seconds West a distance of 1344.54 feet; thence North 0 degrees 36 minutes 14 seconds East a distance of 325.36 feet; thence North 89 degrees 19 minutes 46 seconds East a distance of 1347.19 feet to the point of beginning. Together with an easement and right of way for purposes of utilities, water line, ingress and egress as follows: EASEMENT A: Commence at the SE corner of the SE 1/4 of the SE 1/4 of Section 2, Township 22 South, Range 1 West, Shelby County, Alabama; thence North 1 degree 3 minutes 30 seconds East along the East line of said 1/4-1/4 Section a distance of 656.09 feet; thence South 89 degrees 33 minutes 9 seconds West a distance of 30.61 feet to the point of beginning of the centerline of a 60-foot ingress, egress, and utility easement lying 30 feet to either side of and parallel to described line; thence North 1 degree 4 minutes 43 seconds East along said centerline a distance of 138.42 feet; thence North 77 degrees 54 minutes 28 seconds East along said centerline a distance of 159.99 feet; thence North 44 degrees 17 minutes 46 seconds East along said centerline a distance of 76.93 feet; thence North 18 degrees 59 minutes 46 seconds East along said centerline a distance of 68.52 feet; thence North 58 degrees 35 minutes 32 second East along said centerline a distance of 53.44 feet to the centerline of Egg and Butter Road and the end of said centerline. EASEMENT B: Commence at the SE corner of the SE 1/4 of the SE 1/4 of Section 2, Township 22 South, Range 1 West, Shelby County, Alabama; thence North 1 degree 3 minutes 30 seconds East along the East line of said 1/4-1/4 Section a distance of 656.09 feet; thence South 89 degrees 33 minutes 9 seconds West a distance of 30.01 feet; thence North 1 degree 4 minutes 43 seconds East a distance of 138.42 feet to the point of beginning of the centerline of a 60-foot ingress, egress, and utility easement lying 30 feet to either side of and parallel to described centerline; thence North 1 degree 4 minutes 43 seconds East along said centerline a distance of 189.57 feet to the END of said centerline. Situated in Shelby County, Alabama.*

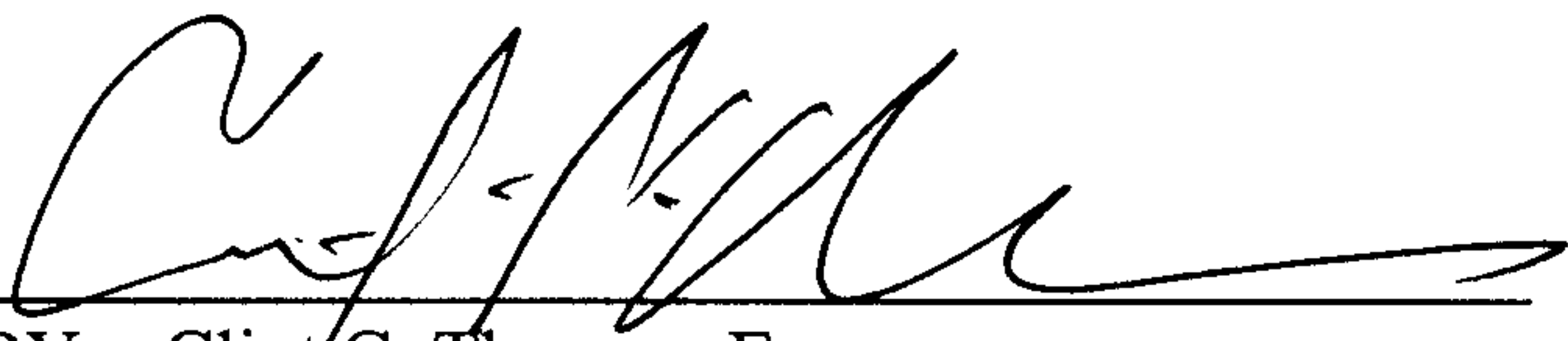
TO HAVE AND TO HOLD unto the said CENTRAL STATE BANK, FOREVER.

IN WITNESS WHEREOF, the mortgagee, **CENTRAL STATE BANK**, by and through its attorney-in-fact, *Clint C. Thomas, Esq.*, and the said *Clint C. Thomas, Esq.*, as auctioneer and person making the sale, have hereunto set my hand and seal this 16 Day of JAN., 2009.



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CENTRAL STATE BANK

  
BY: Clint C. Thomas, Esq.  
Attorney at Law  
Attorney-in-Fact & Auctioneer for Mortgagee

STATE OF ALABAMA     )  
                                  )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Clint C. Thomas, Esq., whose name as attorney-in-fact for Central State Bank, and as auctioneer for same, 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 this conveyance, that he, in his capacity as such attorney-in-fact for Central State Bank, and with full authority, executed the same voluntarily for and as the act of said Central State Bank, and that he, in his capacity as auctioneer and person making the said sale, being informed as such auctioneer and person making the said sale, being informed of the contents of this conveyance and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the 16th Day of Jan, 2009.

  
NOTARY PUBLIC  
My Commission Expires:

This Instrument Prepared By:

Clint C. Thomas, P.C.  
Attorney at Law  
P.O. Box 1422  
Calera, AL 35040

My Commission Expires May 12, 2011