

STATE OF ALABAMA)

COUNTY OF SHELBY)

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That, whereas, heretofore on, to-wit: On November 21, 2003, Beaumont Holdings, LLC, a Georgia limited liability company, executed a certain mortgage on the property hereinafter described to First Commercial Bank, recorded in the office of the Judge of Probate of Shelby County, Alabama, at Instrument # 20031124000768430 in the aforesaid Probate Office; 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 said property before the 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 published in said County by publication once a week for three (3) consecutive weeks prior to said 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 if the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said First Commercial Bank did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in *The Shelby County Reporter*, a newspaper published in Shelby County, Alabama, in its issues of December 10, December 17, 2008, December 24 and January 28, 2009; and

WHEREAS, on January 30, 2009, the day on which the foreclosure sale was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and First Commercial Bank did offer for sale and sell at public outcry in front of the Courthouse in Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Jay H. Clark was the Auctioneer who conducted said sale for the said First Commercial Bank; and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of First Commercial Bank in the amount of Three Hundred Thousand and No/100 (\$300,000.00) Dollars, which sum of money First Commercial Bank offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to First Commercial Bank; and

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of Three Hundred Thousand and No/100 (\$300,000.00) Dollars, the indebtedness secured by said mortgage, First Commercial Bank, by and through Jay H. Clark, as Auctioneer conducting said sale and as attorney in fact for First Commercial Bank and the said Jay H. Clark, as the Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said First Commercial Bank the following described property situated in Shelby County, Alabama to-wit:

Parcel I

A parcel of land situated in the Northeast quarter of the Northwest quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3 inch iron pipe found at the Northwest corner of said Section 14; thence run South 89 degrees 03 minutes 42 seconds East along the North boundary of said Section 14 a distance of 1538.52 feet to a point on the Southeast right of way of Alabama Highway No. 119 (variable right of way); thence run South 25 degrees 20 minutes 17 seconds West along said right of way a distance of 134.10 feet; thence depart said right of way and run South 67 degrees 21 minutes 17 seconds East a distance of 253.16 feet to the point of beginning; thence continue South 67 degrees 21 minutes 17 seconds East a distance of 87.31 feet to the Point of Curvature of a curve concave Northeastwardly, said curve having a radius of 280.00 feet and a delta angle left of 13 degrees 19 minutes 35 seconds; thence run along said curve an arc distance of 65.13 feet to the Point of Tangency of said curve (the chord subtending said arc bearing South 74 degrees 01 minutes 05 seconds East a distance of 64.98 feet); thence run South 08 degrees 58 minutes 33 seconds East a distance of 19.25 feet; thence run South 25 degrees 30 minutes 31 seconds West a distance of 173.45 feet; thence run North 64 degrees 29 minutes 29 seconds West a distance of 162.19 feet; thence run North 25 degrees 30 minutes 31 seconds East a distance of 174.20 feet to the point of beginning.

Parcel II

A non-exclusive easement for the benefit of Parcel I for the purpose of ingress and egress as created by that certain Declaration of Restrictions, Covenants and Conditions and grant of easements dated November 14, 2003, recorded in Instrument No. 20031124000768400, over, under and across the property described therein.

TO HAVE AND TO HOLD the above described property unto First Commercial Bank, its successors and 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.

IN WITNESS WHEREOF First Commercial Bank has caused this instrument to be executed by and Jay H. Clark, as Auctioneer conducting said sale, and as attorney in fact, and Jay H. Clark, as Auctioneer conducting said sale has hereto set his hand and seal on this the 30th day of January, 2009.

FIRST COMMERCIAL BANK

By: Jay H. Clark
Jay H. Clark
Auctioneer and Attorney in Fact
Jay H. Clark
Jay H. Clark
Auctioneer conducting said sale

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State of Alabama, hereby certify that Jay H. Clark, whose name as Auctioneer and Attorney in Fact for First Commercial Bank, 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 Auctioneer and Attorney in Fact, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30th day of January, 2009.

[Signature]
Notary Public
My commission expires: ~~July 15, 2010~~
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 15, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State of Alabama, hereby certify that Jay H. Clark whose name as Auctioneer 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 Auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30th day of January, 2009.

[Signature]
Notary Public
My commission expires: ~~July 15, 2010~~
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 15, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:
Jay H. Clark, Esq.
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