

STATE OF ALABAMA

§

MORTGAGE FORECLOSURE DEED

§

COUNTY OF SHELBY

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KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS, heretofore, on the 2nd day of March, 2007, Roland H. Henson and wife Patricia Henson, executed a certain mortgage on property hereinafter described to First United Security Bank, which said mortgage is recorded in Instrument Number 20070917000435020, in the Office of the Probate Judge in Shelby County, Alabama; and

WHEREAS, in and by said mortgage, the mortgagee, its successors or assigns were authorized and empowered in the event of default, according to the terms thereof, to sell said property before the main entrance 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 the proper conveyance 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 therefore; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the same First United Security 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 foreclosure of said mortgage by publication in *Shelby County Reporter*, a newspaper of general circulation, published in Shelby County, Alabama, in its issues of February 18, 2009, February 25, 2009 and March 4, 2009; and

WHEREAS, on March 11, 2009, the day on which said 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 Robert P. Reynolds, as Attorney-in-Fact for the said First United Security Bank did offer for sale and sell at public outcry, at the South entrance Courthouse door in Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Robert P. Reynolds was the Auctioneer who conducted said foreclosure sale for the said First United Security Bank; and

WHEREAS, the said First United Security Bank was the highest bidder in the amount of Fourteen Thousand Dollars and Nine Hundred Fifty-Five Dollars and 00/100ths (\$14,955.00) which sum of money First United Security Bank offered to apply to the costs of foreclosure and credit the remaining balance on the indebtedness secured by said mortgage, and said property was thereupon sold to First United Security Bank.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and of a credit bid in the amount of Fourteen Thousand Nine Hundred Fifty-Five Dollars and 00/100ths (\$14,955.00), on the indebtedness secured by said mortgage, the said Roland H. Henson and wife Patricia Henson by and through Robert P. Reynolds, the person acting as auctioneer and conducting said sale as their duly authorized agent and Attorney-in-Fact and as Auctioneer does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto First United Security Bank the following described property situated in Shelby County, Alabama, to-wit:

Commencing at the Northwest corner of Section 21, Township 19 South, Range 2 East, Shelby County, Alabama; thence south 87 degrees 58 minutes 31 seconds East, a distance of 1136.21 feet; thence South 2 degrees 40 minutes 56 seconds West, a distance of 658.30 feet to the POINT OF BEGINNING; thence South 2 degrees 11 minutes 50 seconds West, a distance of 28.98 feet, thence South 2 degrees 00 minutes 07 seconds West a distance of 79.74 feet; thence South 1 degree 51 minutes 53 seconds West a distance of 144.23 feet;

thence South 62 degrees 35 minutes 05 seconds West a distance of 194.93 to the easterly right of way line of Cotton Circle and the point of curvature of a non-tangent curve, concave to the West, having a radius of 158.92 feet, a central angle of 41 degrees 36 minutes 14 seconds and a chord of 112.88 feet bearing North 20 degrees 52 minutes 29 seconds West,; thence North along said curve, a distance of 115.40 feet; thence North 35 degrees 13 minutes 46 seconds East a distance of 292.78 feet; thence South 37 degrees 45 minutes 20 seconds East, a distance of 53.00 feet to the POINT OF BEGINNING

Together with the hereditaments and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises herein described, subject to right of way easements and restrictions of record in the Probate Office of Shelby County, Alabama, and existing special assessments, if any, which might adversely affect the title to the above described property.

TO HAVE AND TO HOLD the above described property unto First United Security Bank, its successors and assigns forever; subject, however, to existing ad valorem taxes and to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama and the United States of America.

IN WITNESS WHEREOF, the said Roland H. Henson, Patricia Henson and First United Security Bank have caused this instrument to be executed by and through Robert P. Reynolds, as Auctioneer conducting said sale and as Attorney-in-Fact for all parties separately, has hereto set his hand and seal on this the 11th day of March, 2009.

ROLAND H. HENSON AND PATRICIA HENSON

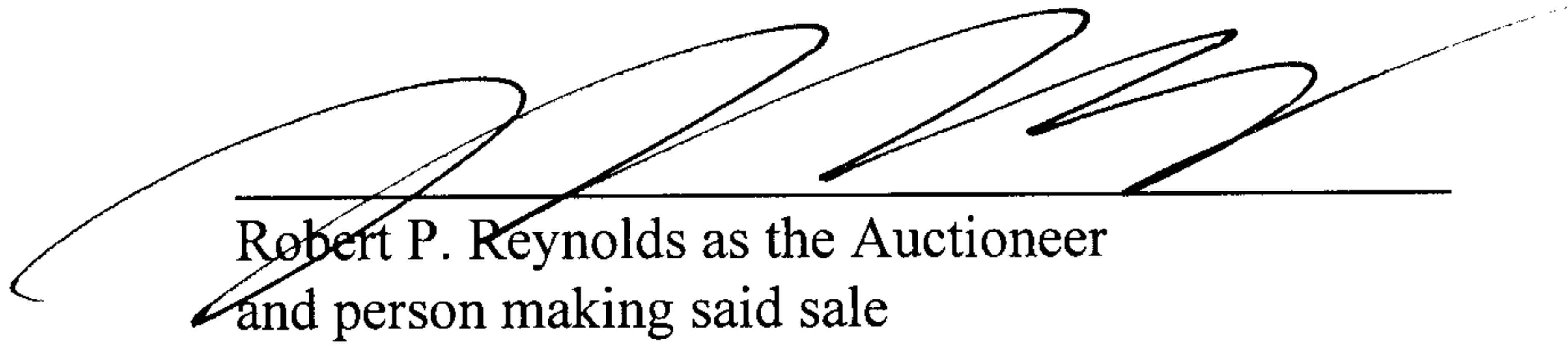
BY: 

Robert P. Reynolds
Attorney-in-Fact

FIRST UNITED SECURITY BANK

BY: 

Robert P. Reynolds as Attorney-In-Fact and Agent


Robert P. Reynolds as the Auctioneer
and person making said sale

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Robert P. Reynolds, whose name as Attorney-in-Fact for Roland H. Henson and Patricia Henson whose name as Attorney-in-Fact and agent for First United Security Bank, and whose name as Auctioneer and person making said sale, 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-in-Fact, agent, and as such Auctioneer, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 11th day of March, 2009.



Notary Public

My Commission Expires: 9/15/2012

THIS INSTRUMENT PREPARED BY:
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