

STATE OF ALABAMA

§

**MORTGAGE FORECLOSURE DEED**

§

COUNTY OF SHELBY

§

**KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS,** heretofore, on the 30th day of January, 2008, D&L Homes Inc., executed a certain mortgage on property hereinafter described to First United Security Bank, which said mortgage is recorded in Instrument Number 20080206000050400, 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 *The Shelby County Reporter*, a newspaper of general circulation, published in Shelby County, Alabama, in its issues of February 25, 2009, March 4, 2009 and March 11, 2009; and



20090318000100320 2/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
03/18/2009 12:15:43PM FILED/CERT

**WHEREAS**, on March 18, 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 main 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 Thirty-Five Thousand Dollars and 00/100ths (\$35,000.00) 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 Thirty-Five Thousand Dollars and 00/100ths (\$35,000.00) , on the indebtedness secured by said mortgage, the said D&L Homes Inc. 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:

Lots 1 and 2, according to the Survey of the Glade at Whipoorwill, First Sector, as recorded in Map Book 39, Page 98, in the Probate Office of SHELBY County, ALABAMA.

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 D&L Homes Inc. 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 18th day of March, 2009.

D&L HOMES INC.

BY: 

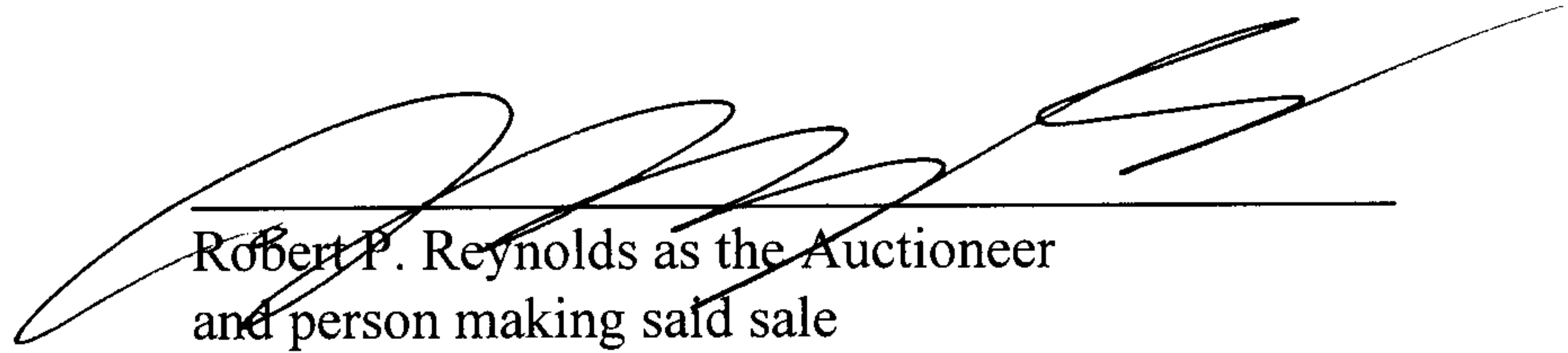
Robert P. Reynolds  
Attorney-in-Fact

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 D&L Homes Inc., 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 18th day of March, 2009.

  
Notary Public

My Commission Expires: 9/15/2012

THIS INSTRUMENT PREPARED BY:  
Robert P. Reynolds, Esq.  
REYNOLDS, REYNOLDS & DUNCAN, LLC  
Attorneys At Law  
Post Office Box 2863  
Tuscaloosa, Alabama 35403  
205-391-0073  
FILE NO. 4.0157-C