



20090803000295410 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
08/03/2009 11:06:20 AM FILED/CERT

This instrument was prepared by:
Frank C. Galloway III
Galloway & Somerville, LLC
11 Oak Street
Birmingham, Alabama 35213

Send tax notice to:
Bryant Bank
2700 Cahaba Village Plaza
Mountain Brook, AL 35243

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)

:

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS

THAT, on January 22, 2007, Highlands of Lay, LLC executed a mortgage in favor of Bryant Bank, which mortgage is recorded as Instrument No. 20070202000050610 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, in and by said mortgage, the mortgagee is 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 front Courthouse door in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in a 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 the 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 is authorized to execute a foreclosure deed conveying title to the purchaser at said sale; and it is further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if it is the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said Bryant 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 July 1, 8 and 15, 2009;

WHEREAS, on 31st day of July, 2009, the day of which the foreclosure 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 Bryant Bank, as mortgagee, did offer for sale and sell at public outcry before the front door of the Courthouse in the City of Columbiana, Shelby County, Alabama, the property described herein; and

WHEREAS, Frank C. Galloway III was the Auctioneer who conducted the said sale for the said Bryant Bank, and

WHEREAS, the highest and best bid for the property described in the aforementioned

mortgage was the bid of Bryant Bank in the amount seven hundred twenty-five thousand and 00/100 Dollars (\$ 725,000 .00), on the indebtedness secured by said mortgage, Bryant Bank, by and through Frank C. Galloway III as Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL AND CONVEY unto Bryant Bank the following described property situated in Shelby County Alabama:

See Attached Exhibit A.

The Property is sold in an "as-is, where-is" condition.

- Subject to:
- 1) Any easements, encumbrances and exceptions reflected in the subject mortgage and those contained in the records of the Offices of the Judge of Probate of Shelby, Alabama;
 - 2) all zoning ordinances;
 - 3) matters which would be disclosed by an accurate survey or by an inspection of the Property;
 - 4) any outstanding taxes, including, but not limited to, ad valorem taxes which constitute liens upon the Property;
 - 5) special assessments;
 - 6) any home or business owner's association dues;
 - 7) all outstanding bills for public utilities that constitute liens upon the Property;
 - 8) all restrictive covenants, easements, and rights of way that prime the subject mortgage, whether of record or unrecorded;
 - 9) all statutory rights of redemption pursuant to Alabama law;
 - 10) any other matters of record superior to the subject mortgage; and
 - 11) any mineral, mining, oil, gas and/or other form of subsurface rights and/or interests not conveyed by the subject mortgage.

Except for the warranties of title existing at law by virtue of the conveyance effected via this statutory warranty deed (and subject to the exceptions and limitations noted herein), the Property is sold without warranty or recourse expressed or implied as to title, use and/or enjoyment.

TO HAVE AND TO HOLD the Property unto Bryant Bank, its successors and assigns forever.

IN WITNESS WHEREOF, Bryant Bank has caused this instrument to be executed by and through Frank C. Galloway III, as Auctioneer, conducting said sale, and Frank C. Galloway



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III as both attorney in fact, and Auctioneer conducting said sale has hereto set his hand and seal on this the 31st day of July, 2009.

BRYANT BANK

BY: Frank C. Galloway III (Seal)
Frank C. Galloway III
As Auctioneer and Attorney in Fact

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Frank C. Galloway III, whose name as Auctioneer and Attorney in Fact for Bryant 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 31st day of July, 2009.

Phillip Scott Murrie
Notary Public
My Commission Expires: 01.20.10



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EXHIBIT A

The Northeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 36, Township 21 South, Range 1 East.

Also, a portion of land situated in Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 36, Township 21 South, Range 1 East, described as follows: Begin at the Southeast corner of the Northeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 36; thence South 70 degree(s) 30 minute(s) East 660.0 feet; thence North 2 degree(s) 30 minute(s) West 138.5 feet; thence South 77 degree(s) 40 minute(s) West 245 feet; thence North 52 degree(s) 55 minute(s) West 482.0 feet to the East line of the Northeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of said Section 36; thence South 156.7 feet to point of beginning.

Also, that portion of the South $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Section 36, Township 21 South, Range 1 East described as follows: Commence at the Southwest corner of the Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of said Section 36; thence North 2 degree(s) 30 minute(s) West 1248 feet; thence South 70 degree(s) 30 minute(s) East 660 feet; thence North 2 degree(s) 30 minute(s) West 138.5 feet; thence North 87 degree(s) 30 minute(s) East 1252.1 feet; thence South 61 degree(s) 30 minute(s) East 335.3 feet; thence continuing South 61 degree(s) 30 minute(s) East 332 feet to Coosa River; thence down Coosa River to the South line of South $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of said Section 36; thence South 88 degree(s) 45 minute(s) West 2242 feet to point of beginning.

LESS AND EXCEPT: All that part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 21 South, Range 1 East, Shelby County, lying South of Flat Branch Creek.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payment or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all of which, including such real estate, is referenced to herein as the "Property").