


STATE OF ALABAMA)

SHELBY COUNTY)


20090814000312990 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
08/14/2009 08:04:09 AM FILED/CERT

CORRECTED FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That, whereas heretofore, on to-wit: January 14, 1998, Birmingham Realty Company executed a mortgage in favor of Nationwide Life Insurance Company, or its assignee, to secure an indebtedness in the principal amount of \$3,800,000.00, which said mortgage is recorded at Instrument Number 1998-01781, in the Office of the Judge of Probate of Shelby County, Alabama, and

WHEREAS, Nationwide Life Insurance Company assigned its interest in said mortgage to Regency Savings Bank, F.S.B, which merged into Park National Bank as successor, by Transfer of Mortgage Note and Mortgage Security Agreement recorded at Instrument Number 20040712000383200 in the Office of the Probate Judge of Shelby County, Alabama; 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 county in which the property is located 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 the said mortgage provided that in case of sale under the power and authority continued 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 therefore; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said Park National Bank, as assignee, 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 June 3, 2009, June 10, 2009, and June 17, 2009; and

WHEREAS, on June 19, 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 Park National Bank, as Mortgagee, did offer for sale and sell at public outcry in front of the front door of the Courthouse in Shelby County, Alabama, the property described herein; and

WHEREAS, Jamie A. Wilson was the Auctioneer who conducted the said sale for the said Park National Bank; and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of Park National Bank in the amount of Two Million, Two Hundred Seventy Thousand Dollars and no/100 (\$2,270,000.00), which sum of money Park National Bank, offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to Park National Bank;

NOW THEREFORE, in consideration of the premises and of a credit in the amount of Two Million, Two Hundred Seventy Thousand Dollars and no/100 (\$2,270,000.00), on the indebtedness secured by said mortgage, the said Park National Bank, as assignee, by and through Jamie A. Wilson as Auctioneer conducting said sale does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Park National Bank, the following described property situated in Shelby County, Alabama, to-wit:

A parcel of land located in the NE 1/4 of the NW 1/4 and NW 1/4 of the NE 1/4 of Section 26, Township 21 South, Range 1 West, more particularly described as follows: Commence at the NE corner of the NW 1/4 of said Section 26; thence in a Northerly direction along the projection of the Easterly line of said Section 26, a distance of 2.82 feet to a point on the Westerly right of way line of Joiner Town Road said point also being an old rebar corner which is also the SE corner of the Elliot Lot described in Deed Book 12 page 496; thence 137 deg. 14 min. 28 sec. right in a Southeasterly direction along said right of way line, a distance of 30.06 feet to the point of beginning; thence continue along last described course and said right of way line a distance of 40.09 feet; thence 93 deg. 46 min. 21 sec. right in a Southwesterly Direction a distance of 200.73 feet; thence 93 deg. 46 min. 21 sec. left in a Southeasterly direction a distance of 77.68 feet; thence 21 deg. 21 min. 23 sec. left in a Southeasterly direction a distance of 171.49 feet to a point on the Westerly right of way line of Alabama Highway No. 25; thence 90 deg. right in a Southwesterly direction and along said right of way line, a distance of 497.95 feet; thence 90 deg. right in Northwesterly direction a distance of 328.00 feet; thence 90 deg. left in a Southwesterly direction a distance of 20.00 feet; thence 90 deg. right in a Northwesterly direction a distance of 325.09 feet; thence 90 deg. right in a Northeasterly direction a distance of 467.05 feet to a point on the Southeasterly right of way line of Southern Railway; thence 30 deg. 06 min. 20 sec. right in a Northeasterly direction a distance of 235.48 feet to a point on the West line of said Elliot Lot; thence 81 degrees 15 minutes 03 seconds right in a Southeasterly direction along said West line of the Elliot Lot, and parallel with the Westerly right of way line of Joiner Town Road, a distance of 146.98 feet; thence 93 deg. 46 min. 21 sec. right in a Southwesterly direction, a distance of 10.02 feet; thence 93 deg. 46 min. 21 sec. left, in a Southeasterly direction, a distance of 130.06 feet; thence 86 deg. 13 min. 39 sec. left in a Northeasterly direction, a distance of 200.73 feet to the point of beginning, situated in Shelby County, Alabama.

The address of the real estate is Columbiana Square Shopping Center, 275 Columbiana Square, Columbiana, Alabama 35051.

TO HAVE AND TO HOLD the above described property unto said grantee(s) and his/her/its/their successors and assigns forever, subject, however, to easements, rights of way and the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

This Corrected Foreclosure Deed is being filed to add the following call to lines 8 and 9 of the legal description above, which were omitted in the original Foreclosure Deed filed on June 19, 2009 at Instrument number 20090619000237980 in the Office of the Probate Judge of Shelby County:

;thence 93 deg. 46 min. 21 sec. right in a Southwesterly Direction a distance of 200.73 feet; thence 93 deg. 46 min. 21 sec;

IN WITNESS WHEREOF, Park National Bank, as assignee, has caused this instrument to be executed by and through Jamie A. Wilson as Auctioneer conducting said sale, and Jamie A. Wilson as attorney in fact, on Aug. 14, 2009.

Park National Bank, as assignee

BY Jamie A. Wilson
Jamie A. Wilson

as Auctioneer and Attorney in fact.

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State of Alabama, hereby certify that Jamie A. Wilson whose name as Auctioneer and Attorney in Fact for Park National 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, she, in his capacity as such Auctioneer and Attorney in fact, with full authority, executed the same voluntarily on the day of the same bears date.

Given under my hand and official seal this the 14th day of August, 2009.

Sandra Wilson
NOTARY PUBLIC