


This Instrument Prepared by:  
Timothy D. Davis, Esq.  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35203  
(205) 930-5100

  
20090821000322540 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
08/21/2009 12:35:51 PM FILED/CERT

**MORTGAGE FORECLOSURE DEED**

STATE OF ALABAMA        )  
                                     :  
SHELBY COUNTY            )

KNOW ALL MEN BY THESE PRESENTS: That Mularski Development, LLC, an Alabama limited liability company ("Mortgagor") did on, to-wit, June 7, 2006, execute a Mortgage and Security Agreement in favor of Frontier Bank, a Georgia banking corporation ("Frontier Bank" or "Mortgagee"), which instrument was filed for record on June 7, 2006, in Document No. 20060607000270300 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, default was made in the payment of the indebtedness secured by said Mortgage and said Mortgagee did declare all of the indebtedness secured by said Mortgage due and payable and did give due and proper notice of the foreclosure of said Mortgage, in accordance with the terms thereof, by publication in the *Shelby County Reporter*, a newspaper of general circulation published in Shelby County, Alabama, in its issues of July 29, 2009, August 5, 2009, and August 12, 2009; and

WHEREAS, on August 21, 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 sale was duly and properly conducted, and Mortgagee did offer for sale and did sell at public outcry in front of the main entrance of the Shelby County, Alabama Courthouse in the City of Columbiana, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid for cash obtained for the property described in the aforementioned Mortgage was the bid of the Mortgagee in the amount of One Hundred Seventy-Two Thousand Five Hundred and No/100 Dollars (\$172,500.00), which sum the said Mortgagee offered to credit on the indebtedness secured by said Mortgage, and said property was thereupon sold to the said Mortgagee; and

WHEREAS, said Mortgage expressly authorized the Mortgagee to bid at the sale and purchase said property, if the highest bidder therefor, and authorized the Mortgagee or Auctioneer or any person conducting said sale for the Mortgagee to execute to the purchaser at said sale a deed to the property purchased.

NOW, THEREFORE, in consideration of the premises and a credit of One Hundred Seventy-Two Thousand Five Hundred and No/100 Dollars (\$172,500.00) on the indebtedness secured by said Mortgage, the said Mortgagee, acting by and through Cheryl H. Oswalt, as Auctioneer and the person conducting the said sale for the Mortgagee or Transferee of Mortgagee, does hereby grant, bargain, sell and convey unto Frontier Bank, a Georgia banking corporation, all of Mortgagee's right, title and interest in and to the following described real estate situated in Shelby County, Alabama, to-wit:

Commence at the Southeast corner of Section 20, Township 19 South, Range 1 East, Shelby County, Alabama and run thence North 85 degrees 44 minutes 57 seconds West a distance of 433.16 feet to a point within the right of way of Old Highway 280; thence North 11 degrees 04 minutes 57 seconds West a distance of 80.35 feet to a found corner on the Northerly margin of Old Highway 280 and the point of beginning of the property being described; thence continue North 11 degrees 04 minutes 57 seconds West along an existing fence line a distance of 145.11 feet to a found corner; thence run North 06 degrees 14 minutes 53 seconds West along said fence line a distance 148.22 feet to a found corner; thence run North 19 degrees 21 minutes 03 seconds East along an existing fence line a distance of 316.13 feet to a found corner; thence run North 81 degrees 10 minutes 03 seconds East along said fence line a distance of 183.18 feet to a found corner; thence run South 59 degrees 48 minutes 57 seconds East a distance of 588.57 feet to a found corner on the West margin of Shelby County Highway No. 51; thence run South 35 degrees 29 minutes 03 seconds West along said margin of said Highway 51 a distance of 407.05 feet to a set rebar iron at the intersection of Highways 51 and Old 280; thence run North 88 degrees 44 minutes 47 seconds West along the Northerly margin of Old Highway 280 a distance of 514.34 feet to the point of beginning.

According to survey of S. M. Allen, RLS #12944, dated July 19, 2000.

Together with all rights, privileges, easements, tenements, interests, improvements, and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises herein described.

TO HAVE AND TO HOLD the above-described property unto the said Frontier Bank, its successors and assigns, forever; subject, however to any and all prior liens and encumbrances, the rights of way, easements and restrictions of record in the Office of the Judge of Probate of Shelby County, Alabama, existing assessments, the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, and any taxes which may be due.

IN WITNESS WHEREOF, the said Mortgagee has caused this instrument to be executed by Cheryl H. Oswalt, as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and in witness whereof the said Cheryl H. Oswalt has executed this instrument in her capacity as such Auctioneer on the 21st day of August, 2009.

FRONTIER BANK

Mortgagee or Transferee of Mortgagee

By: Cheryl H. Oswalt

Cheryl H. Oswalt, as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee



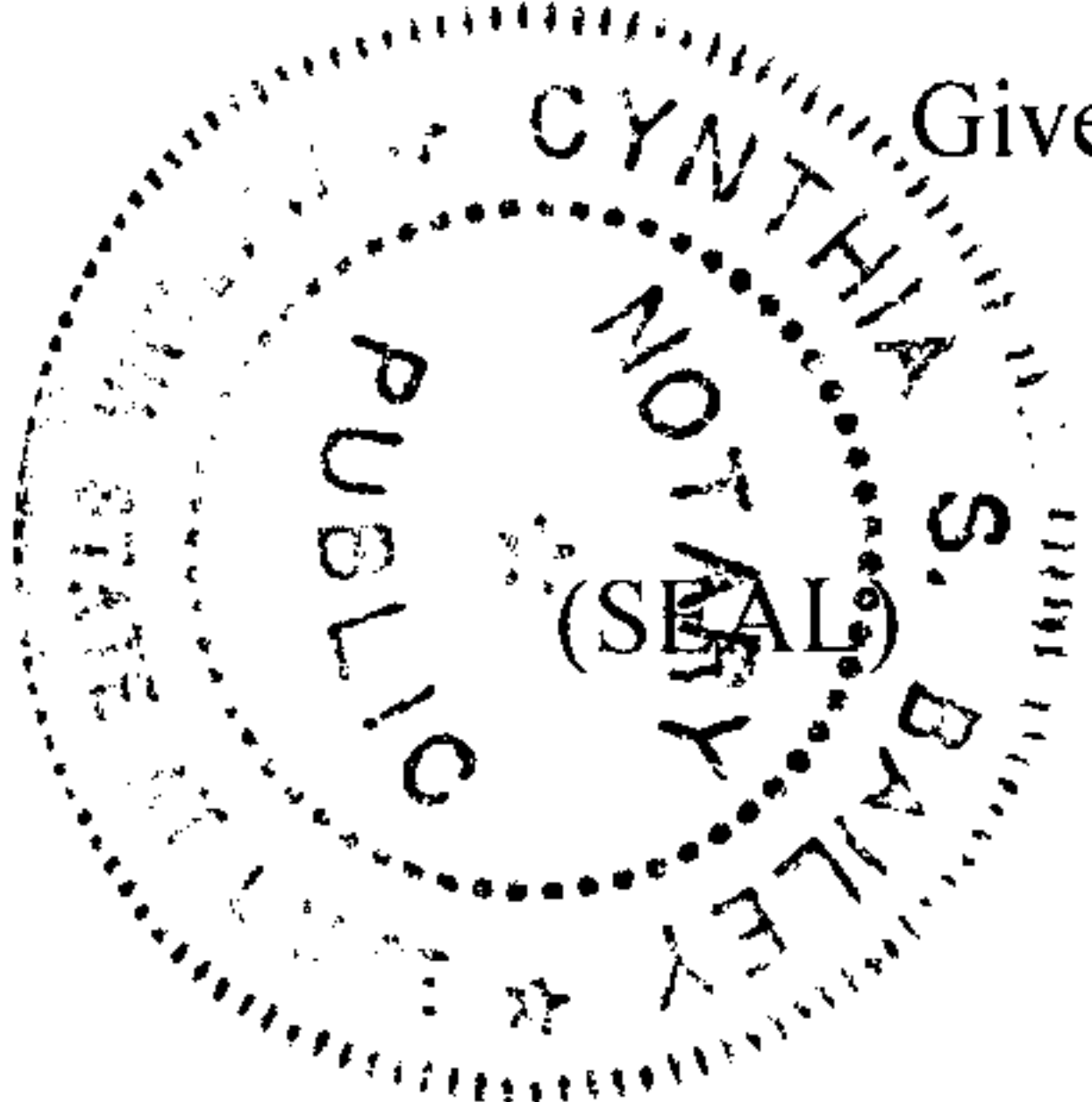
STATE OF ALABAMA       )  
                                     :  
COUNTY OF JEFFERSON    )

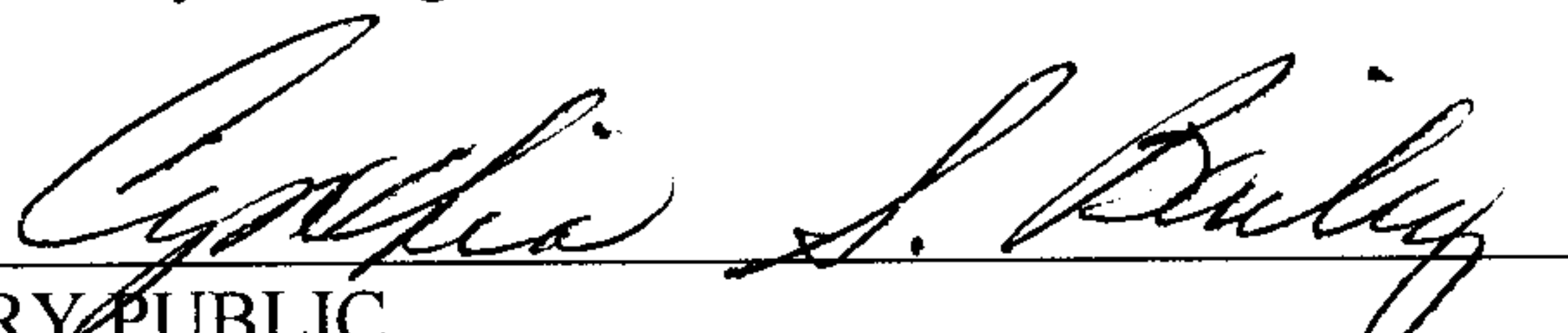


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I, Cynthia S. Bailey, a Notary Public in and for said State and County, hereby certify that Cheryl H. Oswalt, whose name as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, in her capacity as such Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and with full authority, executed said conveyance voluntarily on the day the same bears date.

Given under my hand and official seal this the 21st day of August, 2009.



  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**MY COMMISSION EXPIRES JANUARY 24, 2012**

GRANTEE'S ADDRESS:

Frontier Bank  
43 North Broadway Avenue  
Sylacauga, Alabama 35150  
Attention: John M. Nicholson