

STATE OF ALABAMA     )  
:  
SHELBY COUNTY         )

This Instrument Prepared by:

Guy V. Martin, Jr., Esq.  
Martin, Rawson & Woosley, P.C.  
#2 Metroplex Drive, Suite 102  
Birmingham, Alabama 35209

### **FORECLOSURE DEED**

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, default was made in the payment of the indebtedness secured by that certain Real Estate Mortgage dated March 13, 2009, recorded in Instrument No. 20090318000100920, Probate Office of Shelby County ("mortgage"), executed by JACK A. HARRIS, a married person (the "Mortgagor" or "Debtor") to SOUTHCITY BANK ("Mortgagee" or "Lender"), so that by the terms of the mortgage, the same became subject to foreclosure;

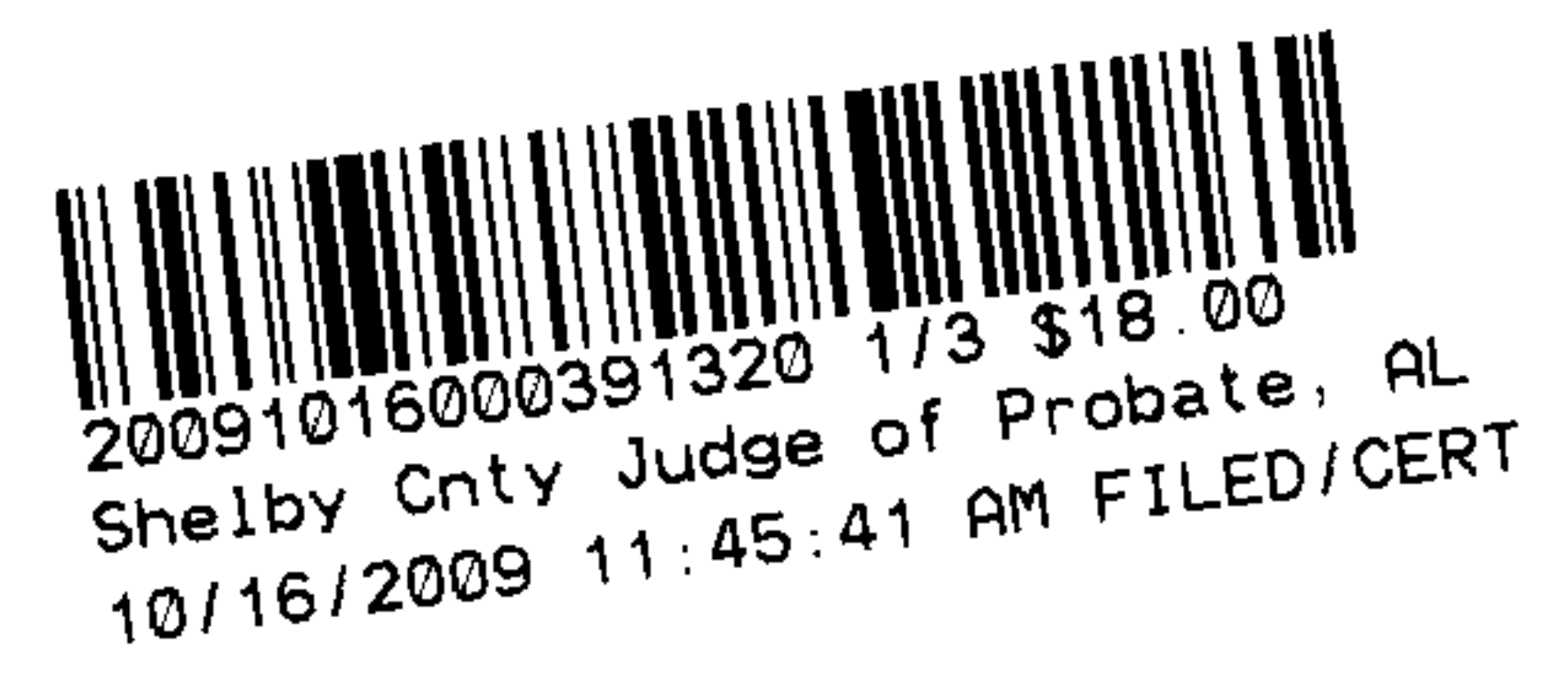
WHEREAS, after such default and acting under the power of sale contained in said mortgage, Lender caused to be published in the THE SHELBY COUNTY REPORTER, a newspaper published in the City of Columbiana, Shelby County, Alabama, a notice setting forth that it would, during the legal hours of sale, on the 14th day of October, 2009, sell the land conveyed by said mortgage to the highest bidder for cash at the Courthouse door of Shelby County, Alabama, in the City of Columbiana, Alabama, which notice was published in the issues of said paper on September 23, September 30 and October 7, 2009;

WHEREAS, at said Courthouse door during the legal hours of sale on the 14th day of October, 2009, the Lender, by and through its agent, Guy V. Martin, Jr., Esq., who was the auctioneer who conducted the foreclosure sale and who did proceed to sell the property described in the mortgage in strict compliance with the terms of the power of sale and pursuant to said notice, at which SOUTHCITY BANK ("Grantee") did bid for said land the sum of FORTY THOUSAND AND NO/100 (\$40,000.00) DOLLARS, on the indebtedness secured by the mortgage, which was the highest and best bid therefor and whereupon the land was sold to Grantee; and

WHEREAS, the mortgage expressly authorized the Lender to bid at the sale and purchase the land, if the highest bidder therefor, and authorized the Lender or agent or any person conducting said sale for the Lender to execute to the purchaser at the sale a deed to the land and property.

NOW, THEREFORE, in consideration of the premises and of the payment of the bid, Mortgagor, acting by and through Lender by its auctioneer aforesaid, as agent for the Lender, does grant, bargain, sell and convey to Grantee, all of Mortgagor's right, title and interest in and to the property described in Exhibit A attached hereto, situated in Shelby County, Alabama, together with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining.

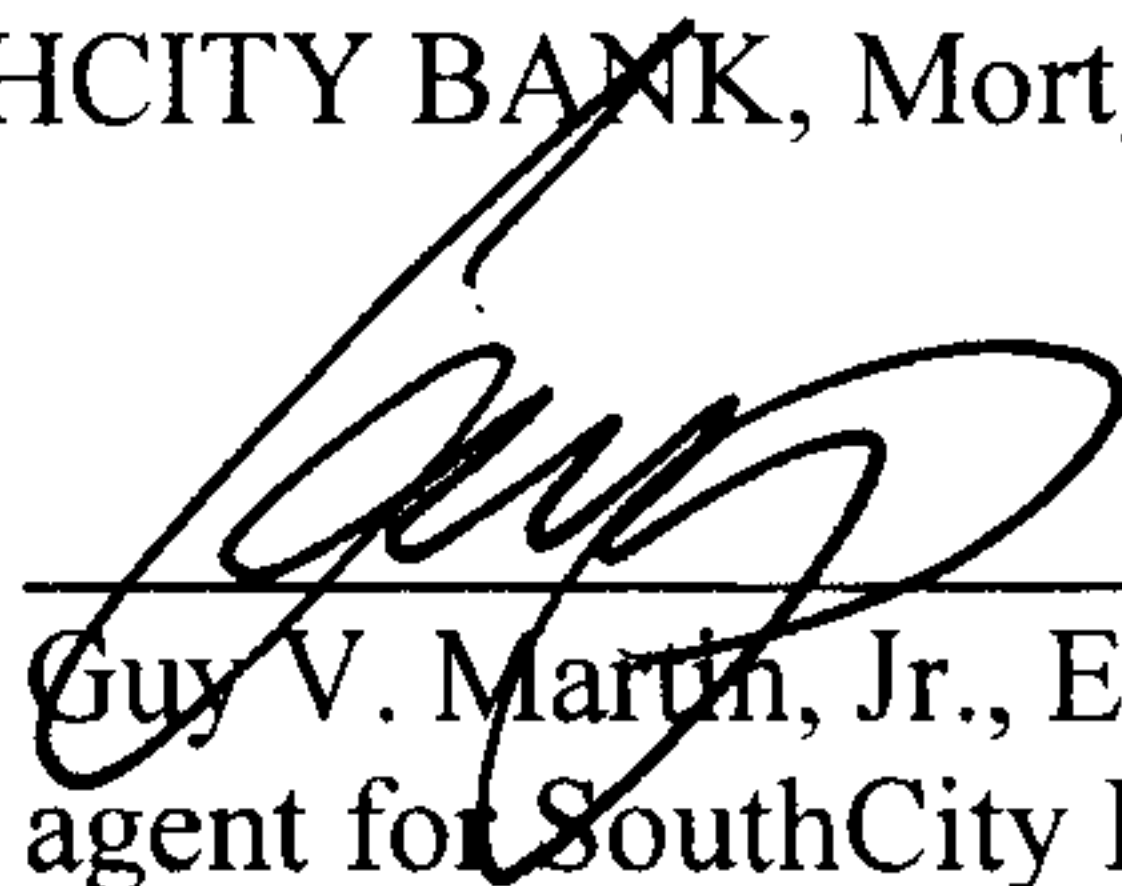
TO HAVE AND TO HOLD to Grantee, its successors and assigns, forever, subject to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.



Executed in the name of Mortgagor, acting by and through Lender, by its auctioneer signed below, as agent for the Lender pursuant to the powers contained in said mortgage, and for Lender by such auctioneer, as agent for the Lender pursuant to the powers contained in said mortgage, this 14th day of October, 2009.

SOUTHCITY BANK, Mortgagee

By:

 [SEAL]  
Guy V. Martin, Jr., Esq., as Auctioneer and as  
agent for SouthCity Bank

STATE OF ALABAMA

)

:

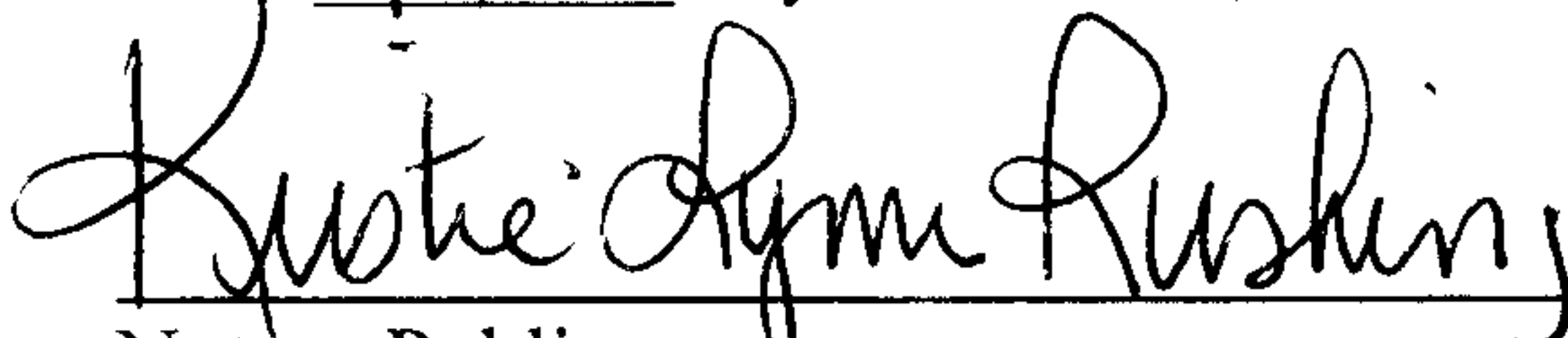
JEFFERSON COUNTY

)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Guy V. Martin, Jr., Esq., whose name as auctioneer and agent for SouthCity Bank is signed to the foregoing instrument, who signed the name of SouthCity Bank to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date, as the action of himself as auctioneer and the person conducting the same for SouthCity Bank, mortgagee, under the mortgage referred to in the foregoing deed.

Given under my hand and official seal this 14<sup>th</sup> day of October, 2009.

[NOTARIAL SEAL]

  
Notary Public

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
~~MY COMMISSION EXPIRES: JUNE 10, 2013~~



## Exhibit "A"

Lot 24, according to the survey of Perkins Landing, Sectors 1 & 2, a condominium, in Shelby County, Alabama, as established by that certain Declaration of Condominium as recorded in Instrument 2000-24647, and Articles of Incorporation of Perkins Landing Residential Association, Inc. as recorded in Instrument 2000-24648 in the Probate Office of Shelby County, Alabama together with an undivided 1/51 interest in the common elements of Perkins Landing Sectors 1 & 2, a Condominium as set out in the Declaration of Condominium and according to the survey of Perkins Landing Sectors 1 & 2, a Condominium, recorded in Map 27, Page 33, and that certain Resurvey of Lots 14, 15, 28, 29 and Common area E as recorded in Map 27, page 130, in the Probate Office of Shelby County, Alabama.