

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS: That Kendrick Builders, LLC did grant to First American Bank a certain mortgage dated April 28, 2006, and recorded May 3, 2006, at Instrument No. 20060503000208070, securing the properties hereinafter described, said mortgage being recorded in the Office of the Judge of Probate, Shelby County, Alabama. Said mortgage was assigned to 623 Partners, LLC, as evidenced by a certain Assignment of Mortgage, dated August 4, 2008, and recorded August 22, 2008, at Instrument No. 20080822000338740, securing properties hereinafter described, said Assignment of Mortgage being recorded in the Office of the Judge of Probate, Shelby County, Alabama.

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and the same being subject to foreclosure, the said 623 Partners, LLC, as Mortgagee, did declare all of the indebtedness secured by said mortgage due and payable, and did give notice of the foreclosure of said mortgage, in accordance with the terms thereof, by publication in the *Shelby County Reporter*, a newspaper of general interest and circulation published in Shelby County, Alabama, in its issues of November 18, 2009, November 25, 2009 and December 2, 2009.

WHEREAS, on December 4, 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. The said 623 Partners, LLC of Stuart, Florida, as Mortgagee, did offer for sale and did sell at public outcry, in front of the Shelby County Courthouse, Columbiana, Alabama, the properties hereinafter described.

WHEREAS, bidding for Lot 6 described in the aforementioned mortgage was opened, to which no bids were received.

WHEREAS, bidding for Lot 7 described in the aforementioned mortgage was opened, to which no bids were received.

WHEREAS, bidding for Lot 12 described in the aforementioned mortgage was opened, to which no bids were received.

WHEREAS, bidding for Lot 13 described in the aforementioned mortgage was opened, to which no bids were received.

WHEREAS, bidding for Lot 14 described in the aforementioned mortgage was opened, to which no bids were received.

WHEREAS, the highest and best bid obtained for Lots 6, 7, 12, 13, and 14 described in the aforementioned mortgage was the cumulative bid of \$112,000.00, which sum was offered to be credited on the indebtedness secured by said mortgage, and said properties was thereupon sold to the said 623 Partners, LLC.

WHEREAS, said mortgage expressly authorized the person conducting the sale to execute to the purchaser at said sale, a deed to the property so purchased;

WHEREAS, the undersigned, Lauren M. Nowak, was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the said 623 Partners, LLC, and as attorney for the Mortgagee, 623 Partners, LLC, and as the attorney-in-fact for the Mortgagor, Kendrick Builders, LLC, was empowered under the terms of said mortgage to make and execute a deed to the purchaser of said properties.

NOW, THEREFORE, I, Lauren M. Nowak, as said auctioneer and attorney-in-fact for the Mortgagor, Kendrick Builders, LLC, in consideration of the premises and under and by virtue of the powers of sale contained in said mortgage and said sum of \$112,000.00, and in strict compliance with the terms of said mortgage, do hereby grant, bargain, sell and convey unto 623

Partners, LLC, the real estate embraced in said mortgage and so offered at said sale, said real estate being more particularly described as follows:

Lots 6, 7, 12, 13, and 14 according to the survey of Courtyard Manor, a single residential development, as recorded in Map Book 35, Page 144 A&B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, the above described properties unto 623 Partners, LLC, its successors and assigns forever, together with all and singular the rights, privileges, tenements, appurtenances, and improvements thereunto belonging or anywise appertaining as fully and as completely as I am authorized and empowered to transfer and convey same to 623 Partners, LLC, under the foreclosure of said mortgage, subject, however, 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 laws of the United States of America.

IN WITNESS WHEREOF, the Mortgagee, by and through its auctioneer, and the Mortgagor, Kendrick Builders, LLC, by and through its undersigned attorney-in-fact, has caused this conveyance to be duly executed on this 7th day of December 2009.

623 PARTNERS, LLC

By: Lauren M. Nowak

Attorney for the Mortgagee

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Lauren M. Nowak, whose name as Auctioneer and the person conducting said sale for the 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 this conveyance, she, in her capacity as such Auctioneer and the person conducting said sale for the Mortgagee and with full authority executed this instrument voluntarily on the day that bears that same date.

Given under my hand and official seal this 7th day of December, 2009.

Lynda Alexander
Notary Public

My Commission Expires: 8-8-2013

[Notary Seal]

THIS INSTRUMENT PREPARED BY:
Lauren M. Nowak
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SEND TAX NOTICES TO:
623 Partners, LLC
c/o Diversified Funding, Inc.
49 S.W. Flagler Avenue, 3rd Floor
Stuart, FL 34994