


**MORTGAGE FORECLOSURE DEED**

  
20091228000469370 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
12/28/2009 11:32:45 AM FILED/CERT

**STATE OF ALABAMA        )**  
**SHELBY COUNTY         )**

WHEREAS, on, to-wit: **October 3, 2007, Bent Creek, L.L.C., A Limited Liability Company**, (herein called MORTGAGOR), did execute and deliver to **FIRST FINANCIAL BANK**, a corporation, (hereinafter called MORTGAGEE), a certain mortgage on the hereinafter described real estate to secure an indebtedness of **\$400,000.00** therein described, said mortgage being of record in **Instrument Number 20071024000492220** on **October 24, 2007, in the Probate Court of Shelby County, Alabama**, and

WHEREAS, on, to-wit: **February 24, 2006, Bent Creek, L.L.C., A Limited Liability Company**, (herein called MORTGAGOR), did execute and deliver to **FIRST FINANCIAL BANK**, a corporation, (hereinafter called MORTGAGEE), a certain mortgage on the hereinafter described real estate to secure an indebtedness of **\$1,186,643.00** therein described, said mortgage being of record in **Instrument Number 20060512000224490** on **May 12, 2006, in the Probate Court of Shelby County, Alabama**, and

WHEREAS, on, to-wit: **February 4, 2006, Bent Creek, L.L.C., A Limited Liability Company**, (herein called MORTGAGOR), did execute and deliver to **FIRST FINANCIAL BANK**, a corporation, (hereinafter called MORTGAGEE), a certain mortgage on the hereinafter described real estate to secure an indebtedness of **\$3,010,000.00** therein described, said mortgage being of record in **Instrument Number 20050204000058350** on **February 4, 2005, in the Probate Court of Shelby County, Alabama**, and

WHEREAS, under the terms and provisions of said mortgages the said Mortgagee was authorized and empowered upon default in the payment of said indebtedness, to sell said real estate at public sale at the **Main Street entrance** of the **Shelby County Courthouse at Columbiana, Alabama**, to the highest bidder for cash, after first having mailed a thirty (30) day written notice to Mortgagor as required by said mortgage and after first having given notice of the time, place and terms of sale by advertisement for three (3) successive weeks in **THE SHELBY COUNTY REPORTER**, a newspaper published in **Shelby County, Alabama**; and

WHEREAS, Mortgagor did fail and default in the payment of the indebtedness described in and secured by said mortgage and said indebtedness did thereby become in default and said mortgage was thereby subject to foreclosure; and

WHEREAS, the said Mortgagee, upon default in the payment of the indebtedness did declare the entire indebtedness due and payable and elected to foreclose said mortgage; and

WHEREAS, Mortgagee did give said thirty (30) day written notice as required by said mortgage and did thereafter advertise and give notice of the sale of said real estate under the terms and conditions of said mortgage by advertising notice of the time, place and terms of sale in **THE SHELBY COUNTY REPORTER**, a newspaper of general circulation published in Shelby County, Alabama, said notices appearing in said newspaper once a week for three (3) successive weeks, on **December 2, December 9 and December 16, 2009**, which said notice stated that said real estate, describing it, would be sold at public auction to the highest bidder for cash during the legal hours of sale on **December 28, 2009**, at the **Main Street entrance of the Shelby County Courthouse, at Columbiana, Alabama;**

WHEREAS, on **December 28, 2009**, within the legal hours of sale at the **Main Street entrance of the Shelby County Courthouse, at Columbiana, Alabama**, said real estate was offered for sale at public auction by Robert S. Dooley, who was and is the attorney for Mortgagee and acted as auctioneer in conducting said sale, and at said sale no one appeared to purchase and was sold to **FIRST FINANCIAL BANK** for the following amount, said amount being the highest, best and only bid offered for said real estate **\$15,250.00**.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that I, the undersigned Robert S. Dooley, as Attorney for Mortgagee and as auctioneer conducting said sale, for and in consideration of the premises and the sum of **\$15,250.00**, do hereby grant, bargain, sell and convey unto **FIRST FINANCIAL BANK**, all of the right, title and interest of the said Mortgagors and of **FIRST FINANCIAL BANK**, as Mortgagee in and to the following described real estate situated in **Shelby County, Alabama**, to-wit:

**Lot 89, according to the Survey of Bent Creek Subdivision – Sector 2 Phase I, as recorded in Map Book 39, Page 135, in the Probate office of Shelby County, Alabama.**

**Source of Title: Instrument #20071024000492220; 20060512000224490, and 20050204000058350**

**SUBJECT TO:**


**Item 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof.**

**Item 2. Rights or claims of parties in possession not shown by the public records.**

**Item 3. Easements, or claims of easements, not shown by the public records.**

**Item 4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.**



  
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Item 5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Item 6. Taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.

Item 7. Taxes for the year 2010 and subsequent years.

Item 8. Easement(s), building line(s) and restriction(s) as shown on recorded map.

Item 9. Right-of-way granted to Alabama Power Company recorded in Deed Book 126, Page 55.

Item 10. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.

Item 11. Restrictions appearing of record in Deed Book 244, Page 587.

Item 12. Obligations in Purchase and Sale Agreement dated April 5, 2004, the Reinstatement and Extension Agreement dated October 26, 2004 and the Addendum to the Purchase and Sale Agreement and Reinstatement and Extension Agreement dated January 4, 2005, all by and Between Double Mountain, LLC and Gary L. Thompson.

Item 13. Easement granted Alabama Power Company recorded in Inst. No. 2005-564180.

Item 14. Restrictions appearing of record in Inst. No. 2007-464630 and Inst. No. 2008-72590.

Item 15. All rights of redemption outstanding by virtue of foreclosure, said rights to expire 1 year from date of foreclosure.

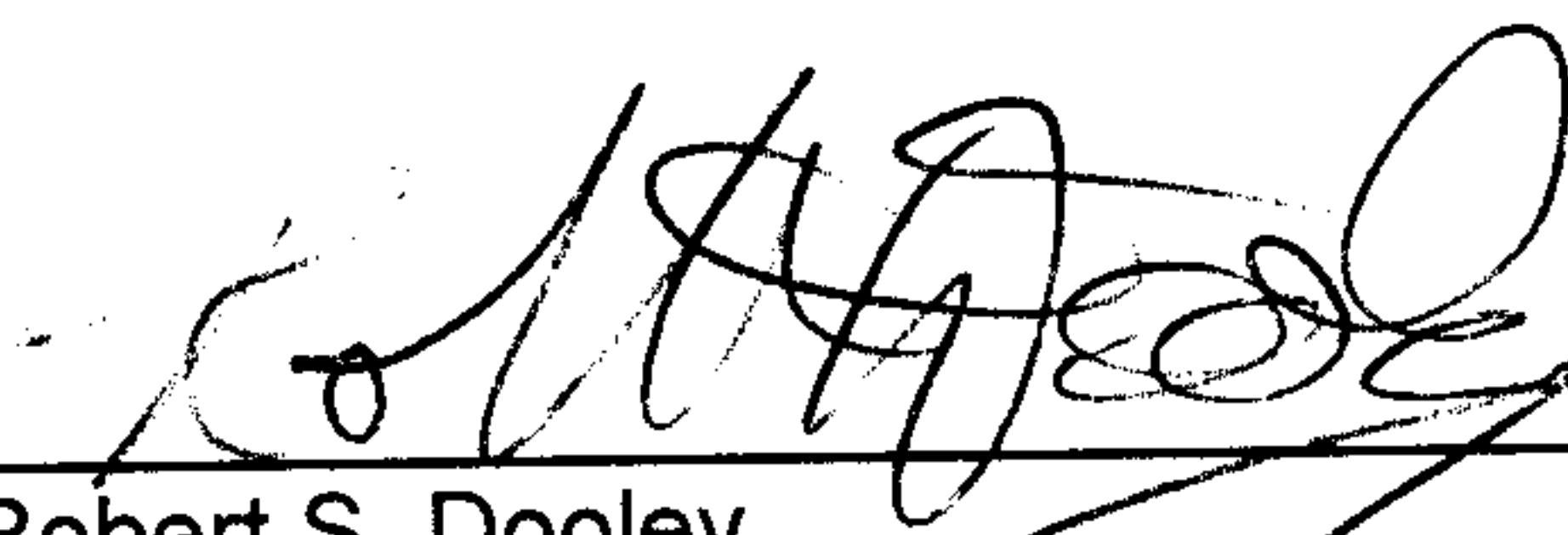
Item 16. Any and all unpaid municipal assessments, if any.

Item 17. Any and all unpaid sanitary sewer assessments, if any.


**TO HAVE AND TO HOLD UNTO SAID, FIRST FINANCIAL BANK**, its, successors, heirs and assigns, **FOREVER**, as fully and aforesaid, under and by virtue of the power and authority vested in me as such attorney and auctioneer by the terms of said mortgage.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal, as attorney and auctioneer aforesaid, on this 28<sup>th</sup> day of December, 2009.

**FIRST FINANCIAL BANK** (SEAL)

By   
Robert S. Dooley  
As Attorney and Auctioneer Aforesaid

**Mortgage Foreclosure Deed  
Page Four**

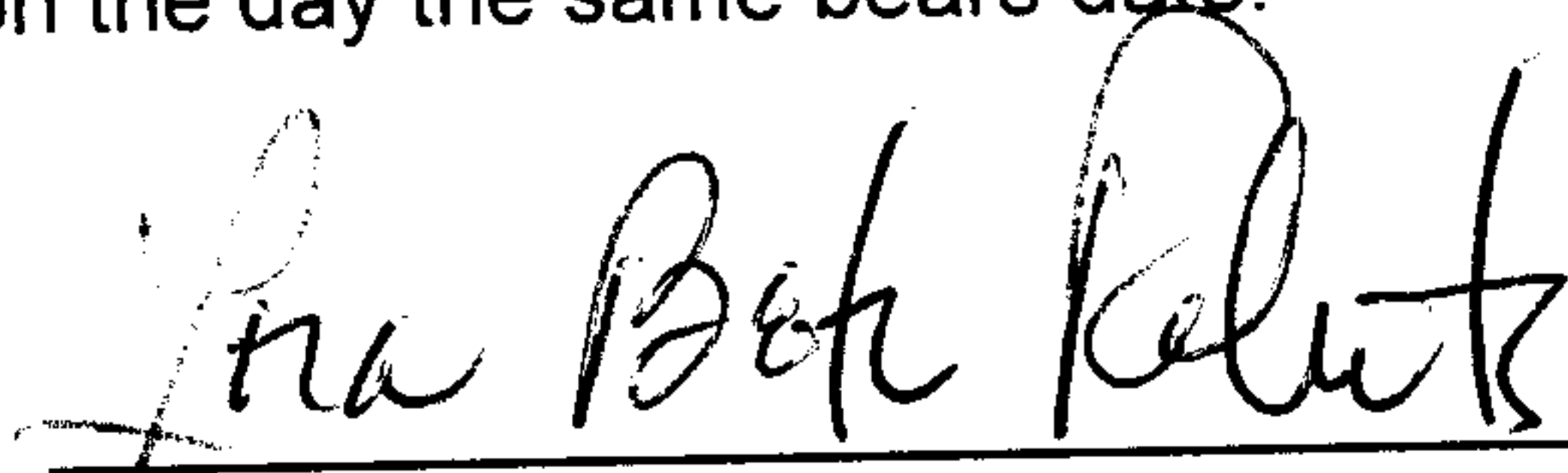
  
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**STATE OF ALABAMA        )**

**JEFFERSON COUNTY        )**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert S. Dooley, whose name as attorney for Mortgagee and Auctioneer conducting the sale described in the above and foregoing conveyance, 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 attorney and auctioneer, executed the same voluntarily on the day the same bears date.

This 28<sup>th</sup> day of December, 2009.

  
\_\_\_\_\_  
Notary Public – Lora Beth Roberts

My commission expires: 01-25-13

**This Instrument prepared by:  
Robert S. Dooley  
Stone, Patton, Kierce & Freeman  
118 18<sup>th</sup> Street North  
Bessemer, AL 35020  
(205) 424-1150**