


THIS INSTRUMENT PREPARED BY:

**Jason D. Woodard
Burr & Forman LLP
420 North 20th Street
Suite 3400 - Wachovia Tower
Birmingham, Alabama 35203
(205) 251-3000**

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


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Shelby Cnty Judge of Probate, AL
01/15/2010 11:47:41 AM FILED/CERT

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, heretofore on, to-wit: July 12, 2000, McCay, Gilmore & McCay, L.L.C. ("Mortgagor"), executed a Construction Mortgage (the "Mortgage") on the property hereinafter described in favor of The Money Store Commercial Mortgage, Inc., n/k/a Wachovia Commercial Mortgage, Inc. ("Mortgagee"), which said Mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument No. 2000-23610; 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 for cash, and said Mortgage provided that in case of sale under the power and authority contained in the 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 therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said Mortgage, and Mortgagee 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, and of general circulation in Shelby County, Alabama, in its editions of August 5, 12 and 19, 2009; and

WHEREAS, on August 26, 2009, during the legal hours of sale, the day and time which the foreclosure of said mortgage was due to held under the terms of said notice, Mortgagee did announce at public outcry in front of the main entrance of the Shelby County Courthouse in the City of Columbiana, Shelby County, Alabama that said foreclosure had been continued to September 25, 2009 at the same time and place, and did give due and proper notice of said continuance by publication in *The Shelby County Reporter* in its edition of September 2, 2009; and

WHEREAS, on September 25, 2009, during the legal hours of sale, the day and time which the foreclosure of said mortgage was due to held under the terms of said notice,

Mortgagee did announce at public outcry in front of the main entrance of the Shelby County Courthouse in the City of Columbiana, Shelby County, Alabama that said foreclosure had been continued to November 24, 2009 at the same time and place, and did give due and proper notice of said continuance by publication in *The Shelby County Reporter* in its edition of November 4, 2009; and

WHEREAS, on November 24, 2009, during the legal hours of sale, the day and time which the foreclosure of said mortgage was due to held under the terms of said notice, Mortgagee did announce at public outcry in front of the main entrance of the Shelby County Courthouse in the City of Columbiana, Shelby County, Alabama that said foreclosure had been continued to January 15, 2010 at the same time and place, and did give due and proper notice of said continuance by publication in *The Shelby County Reporter* in its edition of December 23, 2009; and

WHEREAS, on January 15, 2010, during the legal hours of sale, the day and time which the foreclosure was due to be held under the terms of said notice, said foreclosure was duly and properly conducted, and Mortgagee did offer for sale and sell at public outcry in front of the main entrance of the Shelby County Courthouse in the City of Columbiana, Shelby County, Alabama, the property described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, Jason D. Woodard was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the said Mortgagee; and

WHEREAS, the highest and best bid for the Property described in the aforementioned Mortgage was the credit bid of Mortgagee in the amount of Five Hundred Nineteen Thousand and 00/100 Dollars (\$519,000.00), which sum of money was credited on the indebtedness secured by the Mortgage and the Property was sold to the Mortgagee.

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of Five Hundred Nineteen Thousand and 00/100 Dollars (\$519,000.00), on the indebtedness secured by said Mortgage, the said Mortgagee, by and through Jason D. Woodard conducting said sale, does hereby grant, bargain, sell and convey unto the said Wachovia Commercial Mortgage, Inc., all that property situated in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said property unto Wachovia Commercial Mortgage, Inc., its successors and assigns in fee simple forever; subject, however, to any unpaid ad valorem taxes, the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama and any mining and mineral rights conveyed prior to the recordation of the Mortgage.

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IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by and through Jason D. Woodard, as Auctioneer conducting said sale, and as attorney in fact, and Jason D. Woodard, as Auctioneer conducting said sale has hereunto set his hand and seal on this the 15th day of January, 2010.

MCCAY, GILMORE & MCCAY, L.L.C.,

Mortgagor

By: Wachovia Commercial Mortgage, Inc.

By: 

Jason D. Woodard, Esq.

As Auctioneer and Attorney in Fact

WACHOVIA COMMERCIAL MORTGAGE, INC.,

Mortgagee

By: 

Jason D. Woodard, Esq.

As Auctioneer and Attorney in Fact



Jason D. Woodard

As Auctioneer and Attorney in Fact

Grantee Address:

Wachovia Commercial Mortgage, Inc

MAC#: A1792-018

1620 E. Roseville Parkway, # 100

Roseville, CA 95661

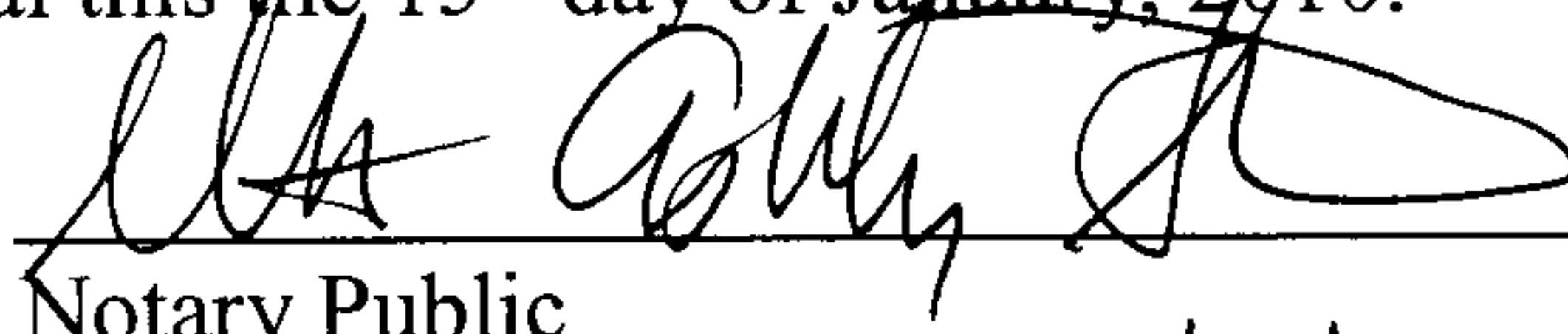


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STATE OF ALABAMA)
)
COUNTY OF SHELBY) ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jason D. Woodard, whose name as Auctioneer and Attorney in Fact for Wachovia Commercial Mortgage, Inc., 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 Auctioneer and Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of January, 2010.




Notary Public
My Commission Expires: 11/2/2013

[AFFIX SEAL]



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EXHIBIT A


20100115000014350 5/6 \$27.00
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PARCEL A

For a POINT OF BEGINNING commence at the Northeast corner of the Southwest Quarter of the Northwest Quarter of Section 1, Township 20 South, Range 2 East, Shelby County, Alabama, and proceed South 1 degree 47 minutes 44 seconds West 63.25 feet; thence North 86 degrees 05 minutes 31 seconds West 582.06 feet; thence South 8 degrees 40 minutes 12 seconds West 93.11 feet; thence North 71 degrees 54 minutes 47 seconds West 319.58 feet; thence South 50 degrees 06 minutes 40 seconds West 141.47 feet; thence South 3 degrees 17 minutes 13 seconds East 658.15 feet; thence South 85 degrees 26 minutes 48 seconds West 311.33 feet; thence North 7 degrees 52 minutes 42 seconds West 654.72 feet; thence South 83 degrees 13 minutes 18 seconds West 199.98 feet to a point on the East side of a paved entrance to the Meadows Golf Course; thence proceed along East side of road as follows: South 54 degrees 24 minutes 08 seconds West 239.31 feet; thence South 57 degrees 35 minutes 43 seconds West 276.13 feet; thence South 26 degrees 01 minutes 42 seconds West 258.29 feet; thence South 14 degrees 23 minutes 02 seconds West 476.07 feet; thence South 28 degrees 03 minutes 06 seconds West 48.35 feet to a point on the Northeasterly right of way boundary of U. S. Highway 280; thence leaving east side of entrance proceed North 51 degrees 18 minutes 54 seconds West along right of way of said highway 86.82 feet to a point on the west side of the entrance to the Meadows Golf Course; thence leaving said right of way of highway, proceed along the West side of entrance as follows: thence North 17 degrees 27 minutes 59 seconds East 253.99 feet; thence North 23 degrees 46 minutes 26 seconds East 515.56 feet; thence North 57 degrees 17 minutes 14 seconds East 282.51 feet; thence North 49 degrees 19 minutes 43 seconds East 317.76 feet; thence leaving West side of entrance proceed North 45 degrees 15 minutes 53 seconds West 374.29 feet; thence North 27 degrees 53 minutes 33 seconds West 196.19 feet; thence North 56 degrees 55 minutes 52 seconds West 43.01 feet; thence North 76 degrees 00 minutes 47 seconds West 57.84 feet; thence South 84 degrees 39 minutes 41 seconds West 82.28 feet; thence South 76 degrees 24 minutes 01 seconds West 260.37 feet; thence South 66 degrees 28 minutes 07 seconds West 120.42 feet; thence North 55 degrees 58 minutes 08 seconds West 160.63 feet to a point on the West boundary of the Northeast Quarter of the Northeast Quarter of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama; thence continue North 2 degrees 42 minutes 12 seconds East along said quarter-quarter for a distance of 511.06 feet; thence South 51 degrees 47 minutes 47 seconds East 331.59 feet; thence North 24 degrees 04 minutes 17 seconds West 278.91 feet; thence North 43 degrees 21 minutes 54 seconds West 200.37 feet to a point on the West boundary of said quarter-quarter; thence North 2 degrees 42 minutes 24 seconds East 313.71 feet to the Northwest corner of said quarter-quarter; thence South 88 degrees 17 minutes 17 seconds East along the North boundary of said quarter-quarter for a distance of 562.08 feet; thence South 49 degrees 03 minutes 10 seconds East 501.80 feet; thence North 20 degrees 45 minutes 56 seconds East 335.79 feet to a point on the North boundary of said quarter-quarter; thence South 88 degrees 25 minutes 06 seconds East 270.70 feet; thence North 1 degree 38 minutes 48 seconds East 1328.74 feet to a point on the North boundary of the Southwest quarter of the Southwest Quarter of Section 36, Township 19 South, Range 2 East, Shelby County, Alabama; thence South 88 degrees 06 minutes 38 seconds East along the north boundary of said quarter-quarter for a distance of 1286.10 feet to the Northeast corner of said quarter-quarter and the Northwest corner of the Southeast Quarter of the Southwest Quarter; thence South 88 degrees 07 minutes 05 seconds East along the North boundary of said quarter-quarter for a distance of 1321.36 feet to the northeast corner of said quarter-

quarter; thence South 2 degrees 17 minutes 12 seconds West along the East boundary of said quarter-quarter for a distance of 1330.84 feet to the southeast corner of said quarter-quarter and the northeast corner of the Northeast quarter of the Northwest quarter of Section 1, Township 20 South, Range 2 East, Shelby County, Alabama; thence South 2 degrees 17 minutes 29 second West along the east boundary of said quarter-quarter for a distance of 1328.21 feet to the Southeast corner of said quarter-quarter; thence North 88 degrees 00 minutes 19 seconds West 1332.07 feet, back to the POINT OF BEGINNING.

PARCEL B

From the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama, proceed South 2 degrees 42 minutes 24 seconds West along the West boundary of said Northeast Quarter-Northeast Quarter for a distance of 313.71 feet to the POINT OF BEGINNING of herein described parcel of land; thence from said POINT OF BEGINNING proceed thence South 43 degrees 21 minutes 54 seconds East 200.37 feet; thence South 24 degrees 04 minutes 17 seconds East 278.91 feet; thence North 51 degrees 47 minutes 47 seconds West 331.59 feet to a point on the West boundary of the aforementioned Northeast Quarter-Northeast Quarter; thence North 2 degrees 42 minutes 24 seconds East along the West boundary of said forty for 195.46 feet, back to the POINT OF BEGINNING. The above-described parcel of land is located in the Northeast Quarter of the Northeast Quarter of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama.


PARCEL C

From the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama proceed North 88 degrees 17 minutes 17 seconds West along the North boundary of said Northeast Quarter – Northeast Quarter for 271.36 feet to the POINT OF BEGINNING of herein described parcel of land; thence from said POINT OF BEGINNING proceed South 20 degrees 45 minutes 56 seconds West 335.79 feet; thence North 49 degrees 03 minutes 10 seconds West 501.80 feet to a point on the North boundary of the aforementioned Northeast Quarter – Northeast Quarter; thence South 88 degrees 17 minutes 17 seconds East along the North boundary of said forty for 498.29 feet, back to the POINT OF BEGINNING. The above described parcel of land is located in the Northeast Quarter of the Northeast Quarter of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama.

Situated in Shelby County, Alabama.

TOGETHER WITH:

Mortgagor's Machinery, Equipment, Furniture, Fixtures, General Intangibles, Inventory, and Accounts Receivable. The foregoing shall not include any property owned by any other party other than Mortgagor, including, but not limited to, property leased by Mortgagor from such third party.


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