


MORTGAGE FORECLOSURE DEED


20100121000021640 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
01/21/2010 04:04:14 PM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

WHEREAS, on, to-wit: **April 6, 2007, CUSTOM DESIGN HOMES, INC., AN ALABAMA CORPORATION**, (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 **\$136,500.00** therein described, said mortgage being of record in **Instrument #20070502000203730** on **May 2, 2007, in the Probate Court of Shelby County, Alabama**, and

WHEREAS, under the terms and provisions of said mortgage 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 30, 2009, January 6, 2010 and January 13, 2010**, 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 **January 20, 2010**, at the **Main Street entrance of the Shelby County Courthouse, at Columbiana, Alabama**;

WHEREAS, on **January 20, 2010**, 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 V. Edward Freeman, II, 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 **\$120,615.00**.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned V. Edward Freeman, II, as Attorney for Mortgagee and as auctioneer conducting said sale, for and in consideration of the premises and the sum of **\$120,615.00**, 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 2, ACCORDING TO THE SURVEY/FINAL PLAT OF WYNDSOR TRACE, PHASE 1, AS RECORDED IN MAP BOOK 37, PAGE 63, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Source of Title: Instrument #20070502000203730

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.

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. Easements and building line as shown on recorded map.

Item 9. 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 10. Restrictions appearing of record in Inst. No. 2006-40155.

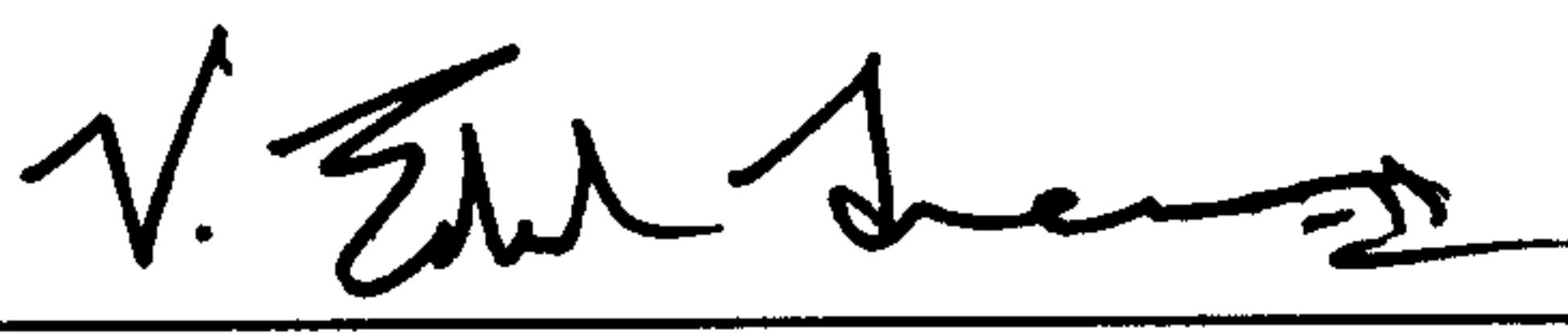
Item 11. Any and all unpaid Homeowners Association dues, if any.

Item 12. All rights of redemption outstanding by virtue of foreclosure, said rights to expire 1 year from date of foreclosure.

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 21st day of January, 2010.

FIRST FINANCIAL BANK (SEAL)

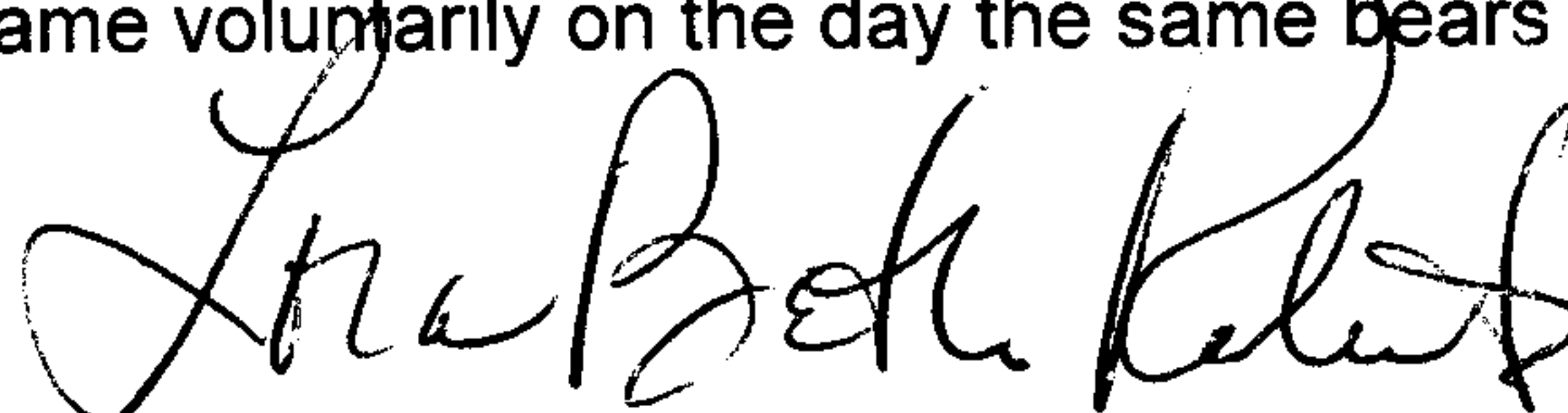
By 
V. Edward Freeman, II
As Attorney and Auctioneer Aforesaid

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State,
hereby certify that V. Edward Freeman, II, 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 21st day of January, 2010.



Notary Public – Lora Beth Roberts
My commission expires: 01-25-13

This Instrument prepared by:
V. Edward Freeman, II
Stone, Patton, Kierce & Freeman
118 18th Street North
Bessemer, AL 35020
(205) 424-1150