

Prepared by:  
Erin Stark Brown, Esq., Esq.  
**McCalla Raymer, LLC**  
105 Tallapoosa Street, Suite 109  
Montgomery, Alabama 36104  
(334) 420-5666

Cross Reference to: Mortgage, dated as of August 25, 2005, executed by Infinity Designs, an Alabama corporation, in favor of Regions Bank, an Alabama corporation, recorded on September 13, 2005, recorded in Instrument Number 20050913000473790 in the Office of the Judge of Probate of Shelby County, Alabama

STATE OF ALABAMA  
COUNTY OF SHELBY

**MORTGAGE FORECLOSURE DEED**

KNOW ALL MEN BY THESE PRESENTS, That:

THIS INDENTURE, made this 3<sup>rd</sup> day of February, 2010, by Infinity Designs, an Alabama corporation (hereinafter referred to as "Borrower," "Grantor," and/or "Debtor"), acting through its duly appointed attorney-in-fact, Regions Bank, an Alabama corporation (hereinafter referred to as "Lender" or "Creditor"), as party of the first part, and Regions Bank, an Alabama corporation, as party of the second part:

WITNESSETH:

WHEREAS, heretofore, on the 25<sup>th</sup> day of August, 2005, to wit, Infinity Designs, an Alabama corporation, did execute and deliver that certain Mortgage, on property hereinafter described to Regions Bank, an Alabama corporation, recorded on September 13, 2005, in Instrument Number 20050913000473790, in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter the "Mortgage"); conveying the after-described property to secure the original Note, dated as of August 25, 2005, whereupon described therein, Borrower, obtained a loan in the original principal amount of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) (hereinafter the "Note"); and

WHEREAS, Lender did execute and deliver that certain Partial Release, dated as of May 16, 2006, recorded on May 22, 2006, in Instrument Number 20060522000240740, in aforesaid records ("Parcel Release I);

WHEREAS, Lender did execute and deliver that certain Partial Release, dated as of October 10, 2006, recorded on November 21, 2006, in Instrument Number 20061121000569510, in aforesaid records ("Parcel Release II"); and

WHEREAS, Lender did execute and deliver that certain Partial Release, dated as of March 2, 2007, recorded on March 6, 2007, in Instrument Number 20070306000100930, in aforesaid records ("Parcel Release III") (Parcel Release I, Parcel Release II and Parcel Release III, hereinafter collectively, the "Releases") (together with the Note, Mortgage and the Releases, hereinafter collectively, the "Loan

Documents,” the Loan Documents comprising the “Loan”); and

WHEREAS, among other defaults, default in the payment of the required installments under the Note occurred, and whereas, by reason of said default, Lender elected to, pursuant to the terms of the Mortgage and Note, declare the entire unpaid principal balance and interest thereon immediately due and payable; and

WHEREAS, said indebtedness still being in default, Lender on behalf of and as attorney-in-fact for Borrower and according to the terms of the Mortgage and Note, did declare all of the indebtedness secured by said Mortgage due and payable and did give due and proper notice of the foreclosure of said Mortgage, in accordance with the terms thereof, via UPS Overnight Delivery and publication in The Shelby County Reporter, a newspaper of general interest and circulation published in Shelby County, Alabama, in its issues of January 13, 2010, January 20, 2010 and January 27, 2010; and

WHEREAS, on February 3, 2010, the day on which the foreclosure sale was due to be held under the terms of said notice, at 2:31 o'clock p.m. C.S.T., between the legal hours of sale, said foreclosure sale was duly and properly conducted, and Lender did offer for sale and did sell at public outcry, in front of the main entrance of the courthouse door of the Shelby County, Alabama, Courthouse in the City of Shelby, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid for cash obtained for the property described in the aforementioned Mortgage was the bid of the party of the second part, in the amount of **EIGHT FIVE THOUSAND THREE HUNDRED SIXTY AND NO/100 DOLLARS (\$85,360.00 )**, which sum the said Lender offered to credit on the indebtedness secured by said Mortgage, and the property described hereinbelow was thereupon sold to the party of the second part; and

WHEREAS, said Mortgage expressly authorized Lender to bid at the sale and purchase the property hereinafter described, if the highest bidder thereto, and authorize the Lender, Auctioneer, or any person conducting said sale for the Lender to execute to the purchaser at said sale a deed to the property hereinafter described so purchased;

NOW THEREFORE, in consideration of the premises and the credit of **EIGHT FIVE THOUSAND THREE HUNDRED SIXTY AND NO/100 DOLLARS (\$85,360.00 )**, cash, on the indebtedness secured by said Mortgage by virtue of and in the exercise of the power of sale contained in said Mortgage, the party of the first part, acting by and through Lender, by Erin Stark Brown, Esq., as auctioneer and the person conducting said sale for the Lender, does hereby grant, bargain, sell and convey unto the party of the second part, said party's representatives, successors and assigns, the following described property situated in Shelby County, Alabama (hereinafter collectively called the “Property”), to wit:

A. ALL THAT TRACT or parcel of land situate, lying and being part of the following:

LOTS 906, 908, 917 AND 918, ACCORDING TO THE FINAL PLAT OF CARNOUSTIE CREST AT BALLANTRAE PHASE I, AS RECORDED IN MAP BOOK 35, PAGE 71, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.



LESS AND EXCEPT

LOTS 906, 908 AND 918, ACCORDING TO THE FINAL PLAT OF CARNOUSTIE CREST AT BALLANTRAE PHASE I, AS RECORDED IN MAP BOOK 35, PAGE 71, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA (hereinafter the "Land");

- B. TOGETHER WITH, the Improvements (as that term is defined in the Mortgage);
- C. TOGETHER WITH, the Property (as that term is defined in the Mortgage);
- D. TOGETHER WITH, the Personal Property (as that term is defined in the Mortgage);
- E. TOGETHER WITH, the Fixtures (as that term is defined in the Mortgage);
- F. TOGETHER WITH, the Real Property (as that term is defined in the Mortgage) including all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- G. TOGETHER WITH, all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Personal Property or any other part of the Mortgaged Property (hereinafter as that term is defined in the Mortgage) whether or not Borrower obtained the insurance pursuant to Lender's requirement;
- H. TOGETHER WITH, all awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Personal Property or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Personal Property or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- I. TOGETHER WITH, all contracts, options and other agreements for the sale of the Land, the Improvements, the Personal Property or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- J. TOGETHER WITH, all proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;
- K. TOGETHER WITH, all Rents (as that term is defined in the Mortgage);
- L. TOGETHER WITH, all earnings, royalties, accounts receivable, issues and

profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the loan secured by the Mortgage and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

- M. TOGETHER WITH, all refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real Property tax year in which the Mortgage is dated);
- N. TOGETHER WITH, all tenant security deposits which have not been forfeited by any tenant under any Lease; and
- O. TOGETHER WITH, all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.

The debt secured by said Mortgage has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Loan Documents. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Loan Documents and by law, including attorney's fees and costs.

The Property is sold subject to the following:

1. All taxes, assessments and outstanding bills for public utilities, including those which are a lien not yet due and payable.
2. Laws and regulations of governmental authorities applicable to the Property including, without limitation, zoning ordinances.
3. The exact location of boundary lines, unrecorded easements, possible encroachments and other facts or conditions which would be disclosed by an accurate survey and inspection of the Property.
4. Rights of upper and lower riparian owners in and to the waters of creeks and branches, crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution.
5. Rights or claims of parties in possession not shown by the public records.
6. Easements and building line as shown on recorded map.
7. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.
8. Covenants for storm water runoff control recorded in Instrument Number 20050913000473780.
9. Restrictive covenants and grant of land easement for underground facilities to Alabama



Power Company, as recorded in Instrument Number 20050803000393930.

10. Restrictions appearing of record in Instrument Number 20050722000367070.
11. Statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama;
12. Any other assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, rights-of-way and matters of record superior to the Mortgage first set out above.

TO HAVE AND HOLD the above-described Property, and every part thereof unto the said party of the second part, and said party's representatives, successors and assigns, to their own proper use, benefit and behoof FOREVER IN FEE SIMPLE, in as full and ample a manner as the party of the first part or said party's representatives, successors and assigns, did hold and enjoy the same.

IN WITNESS WHEREOF, the said Grantor, by the said Lender, has caused this instrument to be executed by and through Erin Stark Brown, Esq., as auctioneer and the person conducting said sale for the Lender, and as Attorney-in-fact for each of said parties, and in witness whereof said Erin Stark Brown, Esq. has executed this instrument in her capacity as such auctioneer conducting said sale causing these presents to be executed on this the 5<sup>th</sup> day of February, 2010.

**[Signatures on next page]**

20100208000037780 6/6 \$27.00  
Shelby Cnty Judge of Probate, AL  
02/08/2010 10:52:58 AM FILED/CERT

**Infinity Designs, an Alabama corporation, Grantor**

By: Regions Bank, an Alabama corporation, Lender, as attorney-in-fact for Grantor

By: [Signature]  
Erin Stark Brown, Esq., as Auctioneer and the person conducting said sale for Lender

**Regions Bank, an Alabama corporation, Lender**

By: [Signature]  
Erin Stark Brown, Esq., as Auctioneer and the person conducting said sale for Lender

**Erin Stark Brown, Esq., Auctioneer**

By: [Signature]  
Erin Stark Brown, Esq., as Auctioneer and the person conducting said sale for Lender

STATE OF ALABAMA  
COUNTY OF SHELBY

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

Given under my hand and official seal this 5 day of Feb., 2010.

NOTARY PUBLIC  
My Commission Expires: 3/4/12

[Signature]

**GRANTEE'S ADDRESS:**

Regions Bank  
ATTN: Special Assets Department  
11 N. Water Street  
Mobile, Alabama 36602