

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

Cross Reference: Construction Mortgage, dated as of March 19, 2007, executed by Genesis Group, LLC, an Alabama limited liability company, in favor of Regions Bank, an Alabama banking corporation, recorded on March 23, 2007, in Instrument Number 20070323000133090, 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 14th day of April, 2010, by Genesis Group, LLC, an Alabama limited liability company (hereinafter referred to as "Borrower," "Grantor," and/or "Debtor"), acting through its duly appointed attorney-in-fact, Regions Bank, an Alabama banking corporation (hereinafter referred to as "Lender"), as party of the first part, and Regions Bank, an Alabama banking corporation ("Regions Bank"), as party of the second part:

WITNESSETH:

WHEREAS, heretofore, on the 19th day of March, 2007, to wit, Genesis Group, LLC, an Alabama limited liability company, did execute and deliver that certain Mortgage, on property hereinafter described to Lender, recorded on March 23, 2007, in Instrument Number 20070323000133090, 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 March 19, 2007, whereupon described therein, Borrower, obtained a loan in the original principal amount of TWO MILLION SIX HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$2,677,900.00) (hereinafter, the "Note") (together with the Note and Mortgage, 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 March 17, 2010, March 24, 2010 and March 31, 2010; and

WHEREAS, on April 14, 2010, the day on which the foreclosure sale was due to be held under the terms of said notice, at 3:15 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 Columbiana, 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 **SEVEN HUNDRED SIXTY ONE THOUSAND TWO HUNDRED EIGHTY AND NO/100 DOLLARS (\$761,280.00)**, 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 **SEVEN HUNDRED SIXTY ONE THOUSAND TWO HUNDRED EIGHTY AND NO/100 DOLLARS (\$761,280.00)**, 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 Fran Clark 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. Commence at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 20 South, Range 4 West, Shelby County, Alabama; thence South 01 degrees 22 minutes 27 seconds East, a distance of 1,323.13 feet; thence South 88 degrees 35 minutes 36 seconds West 1113.00 feet; thence South 88 degrees 42 minutes 23 seconds West, a distance of 1,553.50 feet; thence North 01 degrees 01 minutes 17 seconds West, a distance of 208.05 feet to a point on the Southeasterly right of way of Southern Railway (100 foot right of way); thence North 43 degrees 48 minutes 58 seconds East and along said right of way, a distance of 1,203.84 feet; thence North 73 degrees 44 minutes 50 seconds East and leaving said right of way a distance of 1,873.84 feet; thence 01 degrees 24 minutes 38 seconds East, a distance of 215.85 feet to the point of beginning (hereinafter the "Land");
- B. TOGETHER WITH, the Improvements (as that term is defined in the Mortgage);
- C. TOGETHER WITH, the Personal Property (as that term is defined in the Mortgage);
- D. TOGETHER WITH, the Real Property (as that term is defined in the

Mortgage);

- E. TOGETHER WITH, 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;
- F. 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 Property whether or not Borrower obtained the insurance pursuant to Lender's requirement;
- G. 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 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 Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- H. 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 Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- I. 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;
- J. TOGETHER WITH, all Rents (as that term is defined in the Mortgage);
- K. TOGETHER WITH, all earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the 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;
- L. 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);
- M. TOGETHER WITH, all tenant security deposits which have not been forfeited by any tenant under any lease; and
- N. TOGETHER WITH, all names under or by which any of the above Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the 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. Any other matters which might 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 of tenants in possession, as tenants only, under unrecorded leases.
6. Any prior reservation or conveyance of minerals of every kind and character including, but not limited to, oil, gas, sand and gravel, in, on and under subject property.
7. 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.
8. Encroachments, variations in area or in measurements, boundary line disputes, roadways and matters not of record, including lack of access, which would be disclosed by accurate survey and inspection of the Property.
9. Easements or other uses of the Property not visible from the surface, or easements or claims of easements not shown by the public records.
10. Rights or claims of parties in possession not shown by public records.
11. Title to all minerals within and underlying the Property, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto, as recorded in Deed Book 235, Page 60.
12. Right of Way granted to Alabama Power Company by Instrument(s) recorded in Condemnation Pocket #27-254 in Book 206, Page 539 and Instrument #2006-60164.
13. Right of way as may affect the Property in Deed Book 12, Page 387.
14. Statutory right of redemption on the part of those entitled to redeem as provided by the laws

of the State of Alabama;

15. 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.

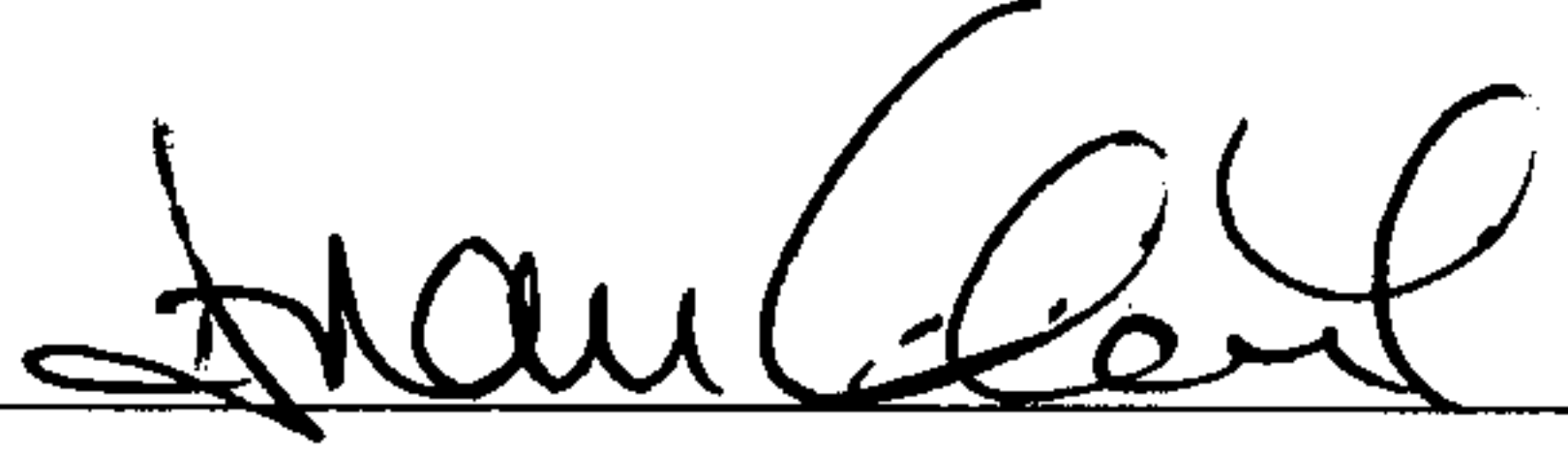
IN WITNESS WHEREOF, the said Grantor, by the said Lender, has caused this instrument to be executed by and through Fran Clark as auctioneer and the person conducting said sale for the Lender, and as Attorney-in-fact for each of said parties, and in witness whereof said Fran Clark has executed this instrument in her capacity as such auctioneer conducting said sale causing these presents to be executed on this the 14th day of April, 2010.

[Signatures on next page]

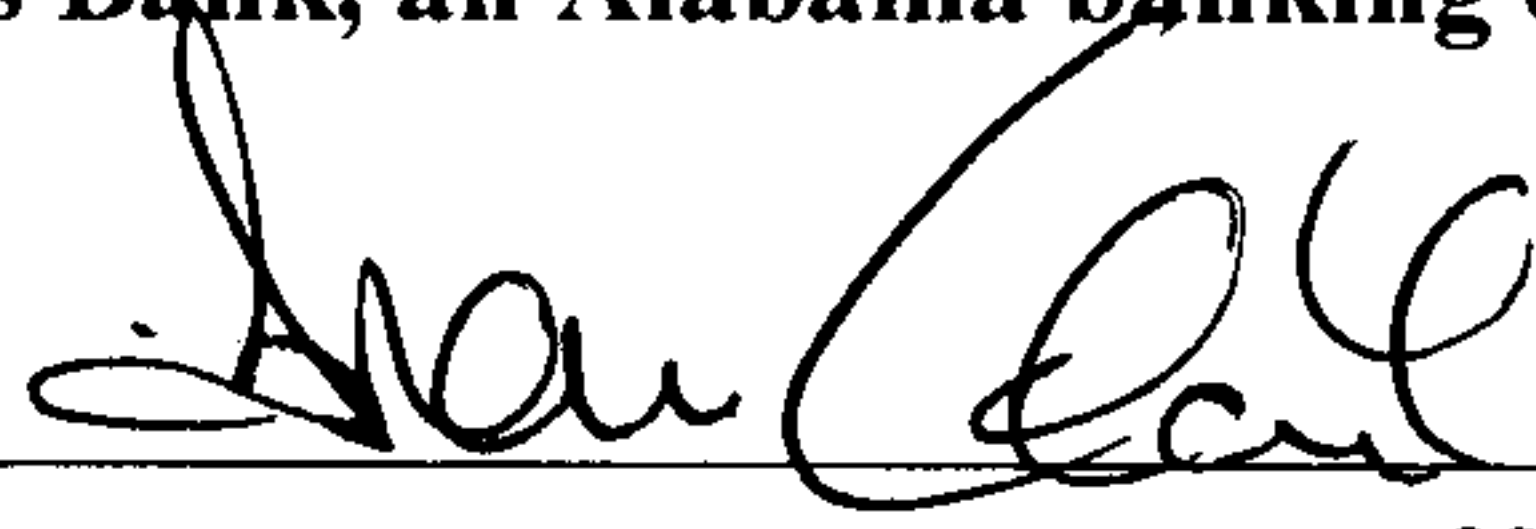


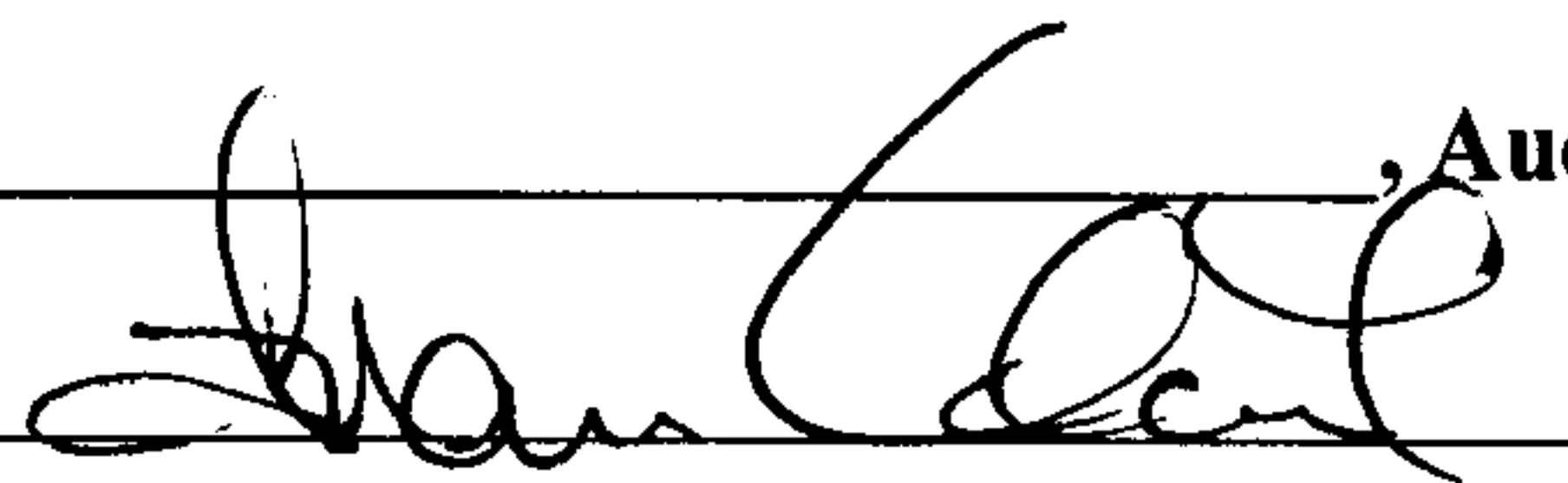

Genesis Group, LLC, an Alabama limited liability company, Grantor

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

By: , as Auctioneer and
the person conducting said sale for Lender

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


By: , as Auctioneer and
the person conducting said sale for Lender

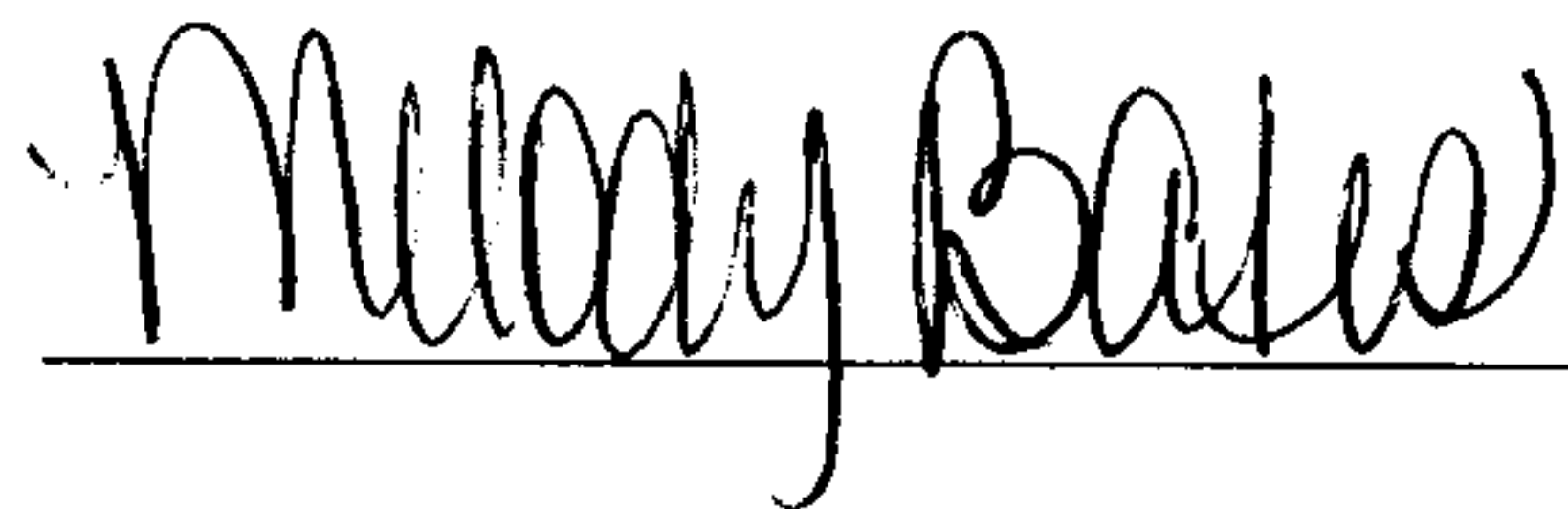
, Auctioneer
By: , as Auctioneer and
the person conducting said sale for Lender

STATE OF ALABAMA
COUNTY OF

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Fran Clark, 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 14th day of April, 2010.


20100421000121780 6/6 \$27.00
Shelby Cnty Judge of Probate, AL
04/21/2010 01:43:01 PM FILED/CERT



NOTARY PUBLIC

My Commission Expires: **MY COMMISSION EXPIRES 07-27-2011**

GRANTEE'S ADDRESS:

Regions Bank
Asset Management -- Mail Code: ALBH10902B
1900 5th Avenue North, RC-9th Floor
Birmingham, AL 35203