

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

Cross Reference to: Mortgage, dated as of October 16, 2001, executed by Genesis Group, LLC, an Alabama limited liability company, in favor of Regions Bank, an Alabama banking corporation, recorded on October 24, 2001, in Instrument Number 2001-45977, 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 16th day of October, 2001, 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 October 24, 2001, in Instrument Number 2001-45977, 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 October 16, 2001, whereupon described therein, Borrower, obtained a loan in the original principal amount of SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00)(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 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 TWO HUNDRED SEVENTY EIGHT THOUSAND SEVEN HUNDRED TWENTY AND NO/100 DOLLARS (\$278,720.00), 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 TWO HUNDRED SEVENTY EIGHT THOUSAND SEVEN HUNDRED TWENTY AND NO/100 DOLLARS (\$278,720.00), 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. A parcel of land situated in the North $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 13, Township 20 South, Range 4 West and the Southeast $\frac{1}{4}$ of Section 14, Township 20 South, Range 4 West, City of Hoover, Shelby County, Alabama, and more particularly described as follows:

Commence at the Southwest Corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 13, Township 20 South, Range 4 West, thence North 47 degrees 30 minutes 32 seconds East, a distance of 577.14 feet; thence North 48 degrees 51 minutes 40 seconds East a distance of 1047.51 feet to a point, said point lying on the Westerly R.O.W. line of Shelby County Road #52 (80' ROW) said point also being the beginning of a non tangent curve to the right having a radius of 613.04 feet, a central angle of 19 degrees 03 minutes 27 seconds and subtended by a chord which bears North 06 degrees 24 minutes 42 seconds West and a chord distance of 202.97 feet, thence along the arc of said curve and said ROW a distance of 203.91 feet; thence North 89 degrees 46 minutes 32 seconds West and leaving said ROW a distance of 456.91 feet to a point, said point lying on the Southeasterly ROW line of Norfolk Southern Railroad (100 feet ROW), thence South 60 degrees 14 minutes 45 seconds West a distance of 183.04 feet to a point, said point being the beginning of a curve to the left having a radius of 2000.00 feet, a central angle of 14 degrees 51 minutes 24 seconds and subtended



by a chord which bears South 52 degrees 49 minutes 02 seconds West and a chord distance of 517.15 feet; thence along the arc of said curve a distance of 518.60 feet to a point, said point being the beginning of a reserve curve, having a radius of 1900.00 feet, a central angle of 13 degrees 14 minutes 13 seconds and subtended by a chord which bears South 52 degrees 00 minutes 27 seconds West and a chord distance of 437.97 feet, thence along the arc of said curve a distance of 438.95 feet; thence South 58 degrees 37 minutes 33 seconds West a distance of 328.09 feet to a point, said point being the beginning of a curve to the left, having a radius of 2100.00 feet, a central angle of 05 degrees 51 minutes 47 seconds and subtended by a chord which bears South 55 degrees 41 minutes 39 seconds West and a chord distance of 214.80 feet; thence along the arc of said curve a distance of 214.89 feet; thence South 52 degrees 44 minutes 55 seconds West, a distance of 514.11 feet; thence South 52 degrees 49 minutes 37 seconds West a distance of 53.81 feet, thence South 52 degrees 47 minutes 09 seconds West a distance of 165.61 feet; thence South 47 degrees 28 minutes 23 seconds West a distance of 758.93 feet; thence South 50 degrees 30 minutes 49 seconds West a distance of 1143.79 feet; thence South 01 degrees 24 minutes 20 seconds East a distance of 46.81 feet to the Northwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of above said Section 13: thence South 89 degrees 11 minutes 37 seconds West a distance of 58.21 feet; thence South 50 degrees 09 minutes 13 seconds West a distance of 59.33 feet to a point, said point being the beginning of a curve to the left, having a radius of 3096.98 feet a central angle of 04 degrees 12 minutes 02 seconds and subtended by a chord which bears South 47 degrees 39 minutes 44 seconds West and a chord distance of 227.01 feet; thence along the arc of said curve a distance of 227.06 feet; thence South 45 degrees 33 minutes 42 seconds West a distance of 211.67 feet to a point, said point being the beginning of a curve to the right having a radius of 4116.41 feet a central angle of 04 degrees 31 minutes 41 seconds and subtended by a chord which bears South 47 degrees 49 minutes 33 seconds West and a chord distance of 325.23 feet; thence along the arc of said curve a distance of 325.31 feet; thence South 50 degrees, 05 minutes 23 seconds West a distance of 265.64 feet to a point said point being the beginning of a curve to the left having a radius of 5061.55 feet, a central angle of 06 degrees 16 minutes 33 seconds and subtended by a chord which bears South 46 degrees 57 minutes 07 seconds West and a chord distance of 554.13 feet; thence along the arc of said curve a distance of 554.41 feet; thence south 43 degrees 48 minutes 50 seconds West a distance of 721.30 feet, thence North 73 degrees 44 minutes 50 seconds East and leaving said railroad ROW a distance of 1873.84 feet, thence South 01 degrees 24 minutes 38 seconds East a distance of 216.03 feet to the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of above said Section 13, thence North 88 degrees 15 minutes 03 seconds East a distance of 804.58 feet; thence North 05 degrees 49 minutes 54 seconds West a distance of 1065.46 feet thence North 49 degrees 33 minutes 09 seconds East a distance of 727.73 feet; thence North 49 degrees 47 minutes 49 seconds East a distance of 100.48 feet thence North 49 degrees 35 minutes 09 seconds East a distance of 1482.43 feet, thence North 49 degrees 29 minutes 38 seconds East a distance of 231.09 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. Title to all minerals within and underlying the Property, together with all mining right and other rights, privileges, immunities and release of damages relating thereto, as recorded in Deed Book 355, Page 322, Deed Book 266, Page 459, Deed Book 62, Page 405 and Deed Book 235, Page 60.
7. Right of way to Alabama Power Company as may have been condemned in Docket #27-254, as set out in Book 206, Page 539.
8. Right of way as may affect the Property in Volume 12, Page 387.
9. Agreement as set out in Book 128, Page 238.
10. Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 134, Page 426 and Deed Book 223, Page 894.
11. Oil and Gas Lease in Deed Book 339, Page 146.
12. Right of way and rights to Shelby County in Deed Book 154, Page 568.
13. 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

14. Encroachments, variations in area or in measurements, boundary line disputed, roadways and matters not of record, including lack of access, which would be disclosed by accurate survey and inspection of the Property
15. Statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama;
16. Any other assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, rights-of-way and matters of record superior to the Mortgage first set out above.

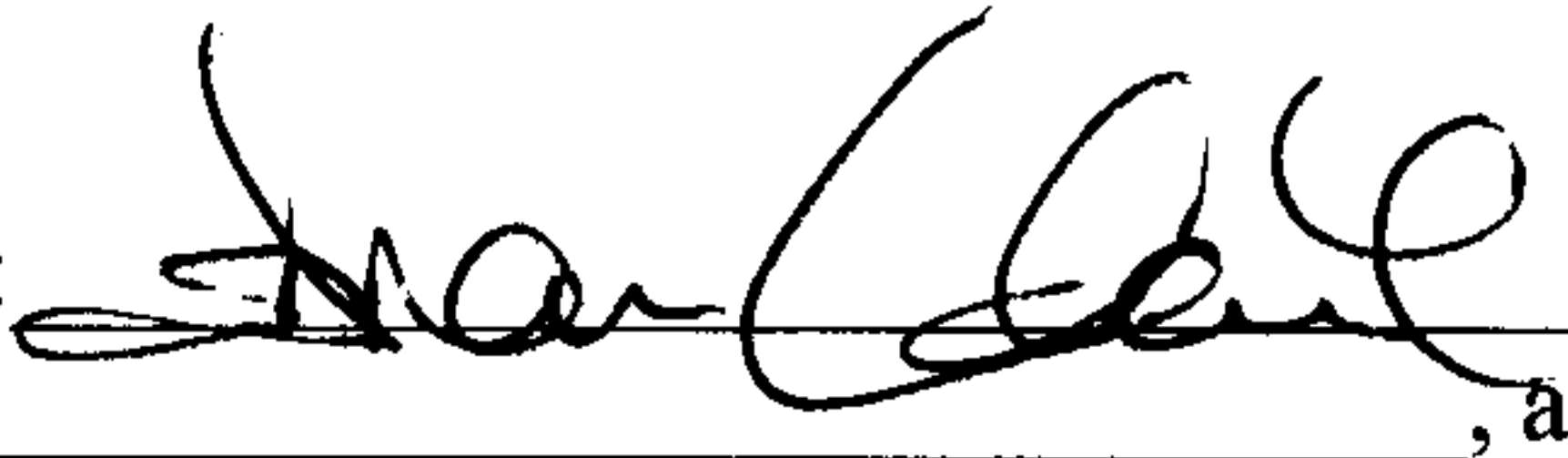
TO HAVE AND HOLD the above-described Property, and every part thereof unto the said party of the second part, and said party's representatives, successors and assigns, to their own proper use, benefit and behoof FOREVER IN FEE SIMPLE, in as full and ample a manner as the party of the first part or said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

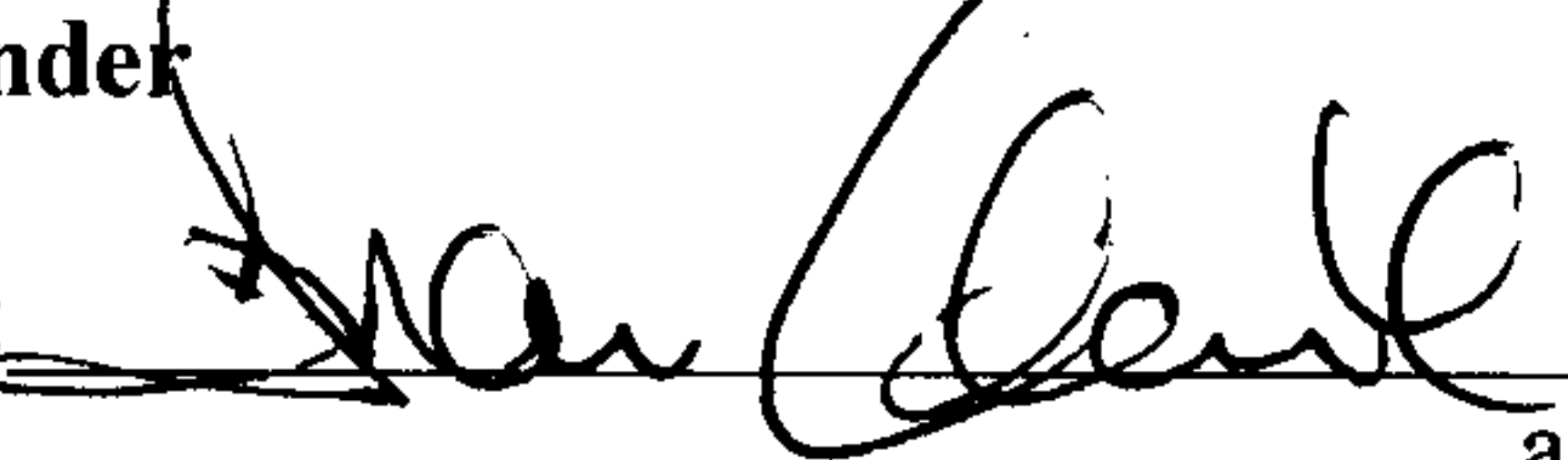
[Signatures on next page]


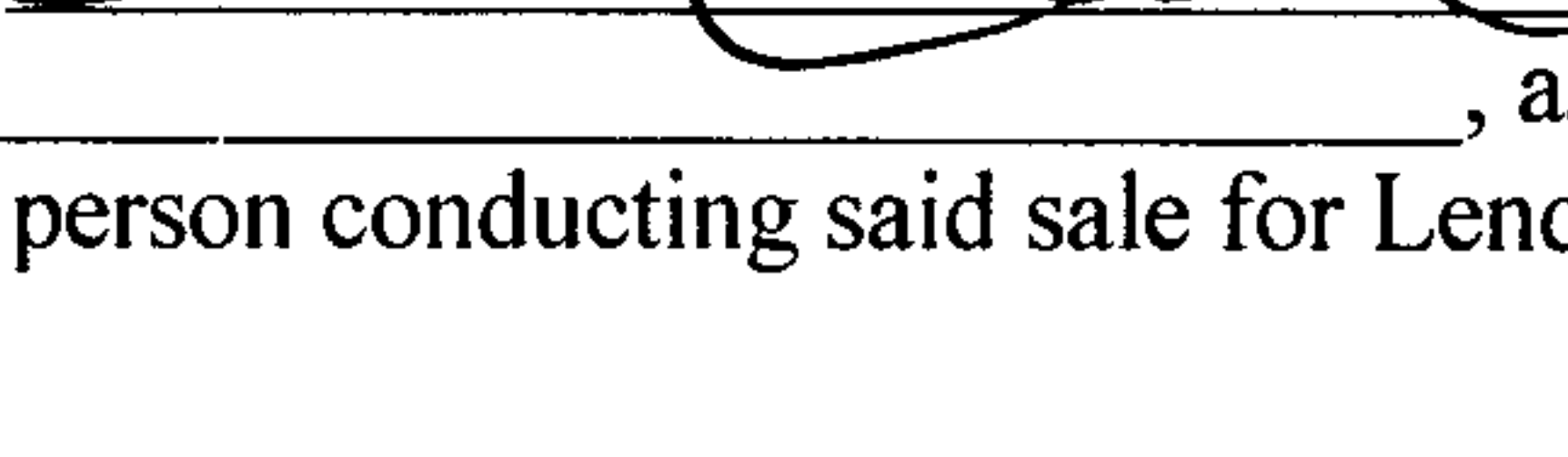
Genesis Group, LLC, an Alabama limited liability company, Grantor

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

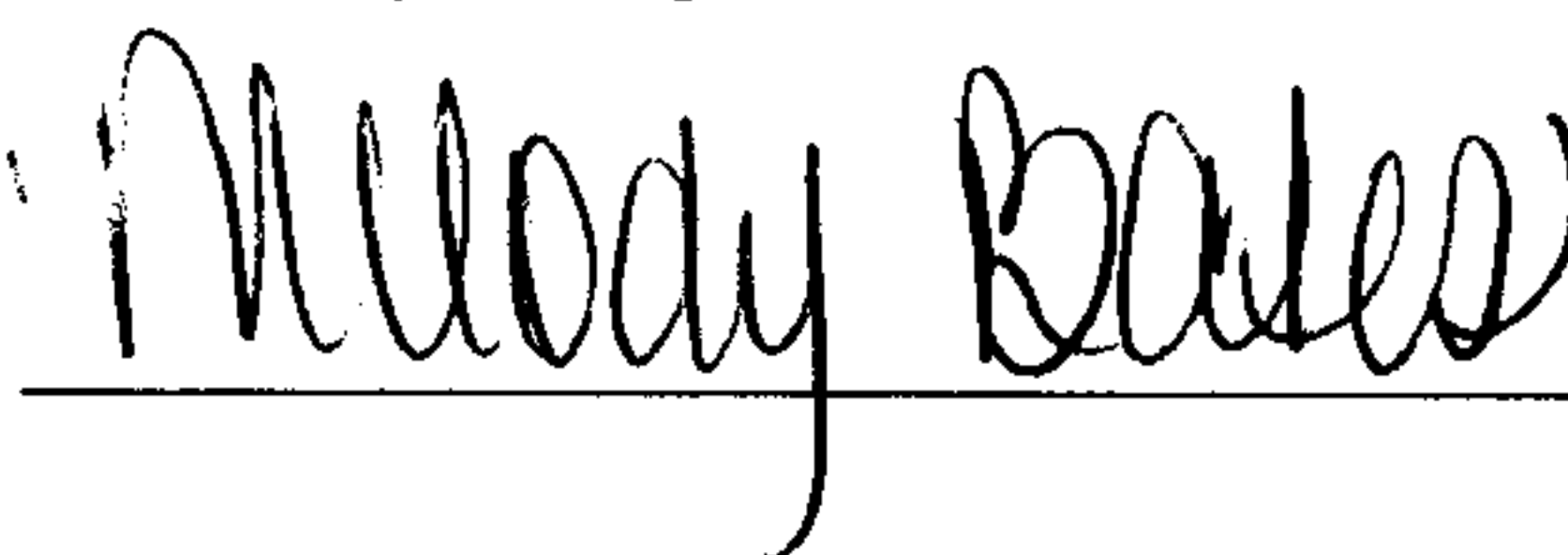
STATE OF ALABAMA
COUNTY OF

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.

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