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Shelby Cnty Judge of Probate, AL  
05/06/2010 03:45:11 PM FILED/CERT

*This instrument was prepared by:*  
Frank C. Galloway III  
Galloway & Somerville, LLC  
11 Oak Street  
Birmingham, Alabama 35213

*Send tax notice to:*  
Bryant Bank  
2700 Cahaba Village Plaza  
Mountain Brook, AL 35243

## MORTGAGE FORECLOSURE DEED

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STATE OF ALABAMA )

:

SHELBY COUNTY )

**KNOW ALL MEN BY THESE PRESENTS**

THAT, on September 26, 2006, Deer Ridge Development, LLC executed a mortgage in favor of Bryant Bank, which mortgage is recorded as Instrument # 20060929000484410 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, in and by the Mortgage, the mortgagee is authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell all or part of the property secured by the Mortgage (the "Property") before the front door of the Shelby County Courthouse in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in a newspaper published in said county by publication once a week for three (3) consecutive weeks prior to said sale, at public outcry for cash, to the highest bidder, and the Mortgage provided that in case of sale under the power and authority contained in same, the mortgagee or any person conducting said sale for the mortgagee is authorized to execute a foreclosure deed conveying title of the Property (or part thereof) to the purchaser at said sale; and it is further provided in and by the Mortgage that the mortgagee may bid at the sale, and purchase the Property (or the part thereof sold at the foreclosure sale) if it is the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by the Mortgage, and Bryant Bank did declare all of the indebtedness secured by the Mortgage due and payable and the Mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of the Mortgage by publication in the *Shelby County Reporter*, a newspaper published in Shelby County, Alabama, in its issues of April 7, 14 and 21, 2010;

WHEREAS, on April 30, 2010 Frank C. Galloway III was the Auctioneer who conducted the said sale for Bryant Bank, and



WHEREAS, at the sale Bryant Bank elected to sell a portion of the Property and continue the sale of the remainder of the Property, and

WHEREAS, the highest and best bid for the hereinafter described portion of the Property that was sold at said sale was the credit bid of Bryant Bank in the amount of Forty-five Thousand and 00/100 Dollars (\$45,000.00) on the indebtedness secured by the Mortgage, Bryant Bank, by and through Frank C. Galloway III as Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL AND CONVEY unto Bryant Bank the following described portion of the Property situated in Shelby County Alabama:

Lot 683, 684, 685, 686, and 687, according to the Survey of Deer Ridge Lakes, Sector 6, Phase 2 as recorded in Map Book 37, Page 59, in the Probate Office of Shelby County, Alabama (the "Sale Property").

The Sale Property is sold in an "as-is, where-is" condition.

- Subject to:
- 1) Any easements, encumbrances and exceptions reflected in the Mortgage;
  - 2) all zoning ordinances;
  - 3) matters which would be disclosed by an accurate survey or by an inspection of the Sale Property;
  - 4) any outstanding taxes, including, but not limited to, ad valorem taxes which constitute liens upon the Sale Property;
  - 5) special assessments;
  - 6) all outstanding bills for public utilities that constitute liens upon the Sale Property;
  - 7) all restrictive covenants, encumbrances, easements, and rights of way that prime the Mortgage, whether of record or unrecorded;
  - 8) all statutory rights of redemption pursuant to Alabama law;
  - 9) any other matters of record superior to the Mortgage; and
  - 10) any mineral, mining, oil, gas and/or other form of subsurface rights and/or interests not conveyed by the Mortgage.

Except for the warranties of title existing at law by virtue of the conveyance effected via this statutory warranty deed (and subject to the exceptions and limitations noted herein), the Sale Property is sold without warranty or recourse expressed or implied as to title, use and/or enjoyment.



TO HAVE AND TO HOLD the Sale Property unto Bryant Bank, its successors and assigns forever.

The foreclosure sale of the balance of the property contained in the Mortgage was continued to June 4, 2010 during the legal hours of sale.

IN WITNESS WHEREOF, Bryant Bank has caused this instrument to be executed by and through Frank C. Galloway III, as Auctioneer, conducting said sale, and Frank C. Galloway III as both attorney in fact, and Auctioneer conducting said sale has hereto set his hand and seal on this the 6th day of May, 2010.

BRYANT BANK

BY: Frank C. Galloway III (Seal)  
Frank C. Galloway III  
*As Auctioneer and Attorney in Fact*

STATE OF ALABAMA )  
:  
JEFFERSON COUNTY )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Frank C. Galloway III, whose name as Auctioneer and Attorney in Fact for Bryant Bank, 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, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6<sup>th</sup> day of May, 2010.

[Signature]  
Notary Public  
My Commission Expires: 12/8/10