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Shelby Cnty Judge of Probate, AL  
06/16/2010 12:03:13 PM FILED/CERT

STATE OF ALABAMA

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**MORTGAGE FORECLOSURE DEED**

COUNTY OF SHELBY

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**KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS,** heretofore, on the 22nd day of June, 2006, Roger D. Glass, a married man, executed a certain mortgage on property hereinafter described to First United Security Bank, which said mortgage is recorded in Instrument Number 20060718000345430 in the Office of the Probate Judge in Shelby County, Alabama; and

**WHEREAS,** in and by said mortgage, the mortgagee, its successors or assigns were authorized and empowered in the event of default, according to the terms thereof, to sell said property before the south entrance Courthouse door in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some 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 said 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 was authorized to execute the proper conveyance to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bidder therefore; and

**WHEREAS,** default was made in the payment of the indebtedness secured by said mortgage, and the same First United Security Bank did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of foreclosure of said mortgage by publication in the *Shelby County Reporter*, a newspaper of general circulation, published in Shelby County, Alabama, in its issues of May 26, 2010, June 2, 2010, and June 9, 2010; and

**WHEREAS**, on June 16, 2010, the day on which said foreclosure sale was due to be held under the terms of said notice between the legal hours of sale, said foreclosure was duly and properly conducted and Justin B. Little, as Attorney-in-Fact for the said First United Security Bank did offer for sale and sell at public outcry, at the south entrance Courthouse door in Shelby County, Alabama, the property hereinafter described; and

**WHEREAS**, Justin B. Little was the Auctioneer who conducted said foreclosure sale for the said First United Security Bank; and

**WHEREAS**, the said First United Security Bank was the highest bidder in the amount of One Hundred Ten Thousand & 00/100 Dollars (\$110,000.00), which sum of money First United Security Bank offered to apply to the costs of foreclosure and credit the remaining balance on the indebtedness secured by said mortgage, and said property was thereupon sold to First United Security Bank.

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES**, and of a credit bid in the amount of One Hundred Ten Thousand & 00/100 Dollars (\$110,000.00) on the indebtedness secured by said mortgage, the said Roger D. Glass, a married man, and First United Security Bank, by and through Justin B. Little, the person acting as auctioneer and conducting said sale as their duly authorized agent and Attorney-in-Fact and as Auctioneer does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto First United Security Bank the following described property situated in Shelby County, Alabama, to-wit:

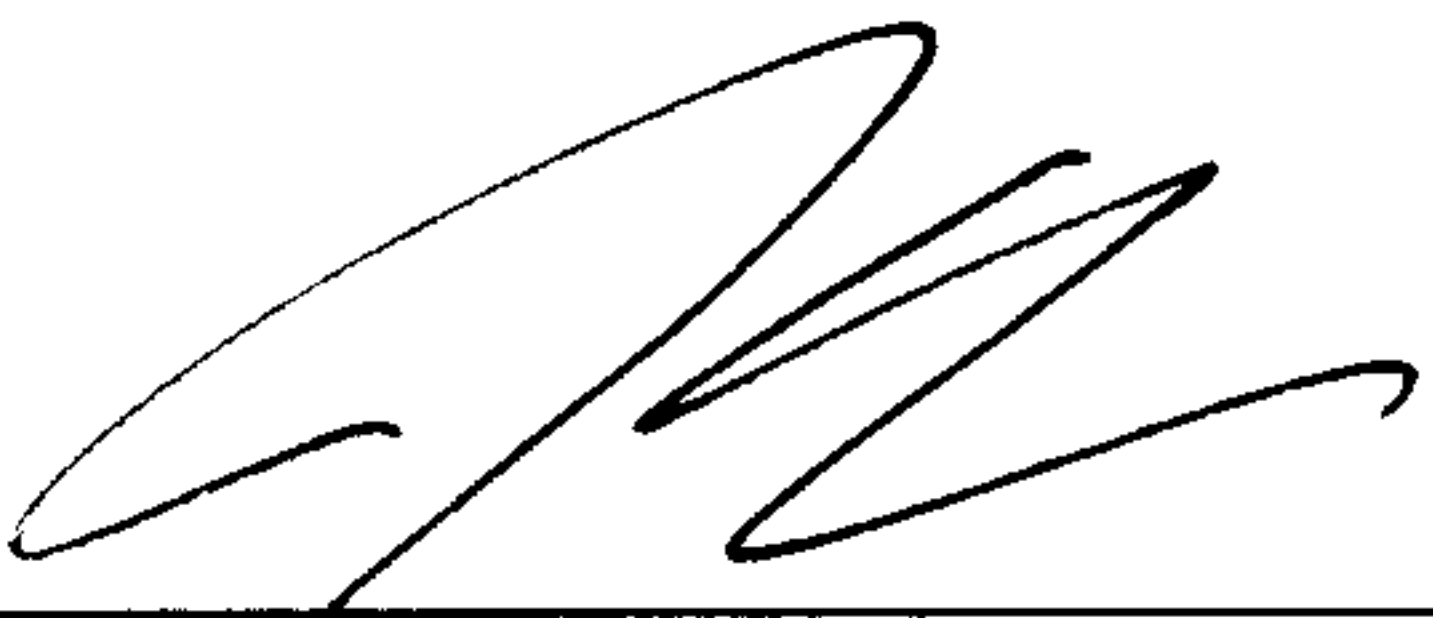
Lot 4 & 5 in Block 260 according to J.H. Dunstan's Map and Survey  
of the Town of Calera, Alabama.

Together with the hereditaments and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises herein described, subject to right of way easements and restrictions of record in the Probate Office of Shelby County, Alabama, and existing special assessments, if any, which might adversely affect the title to the above described property.

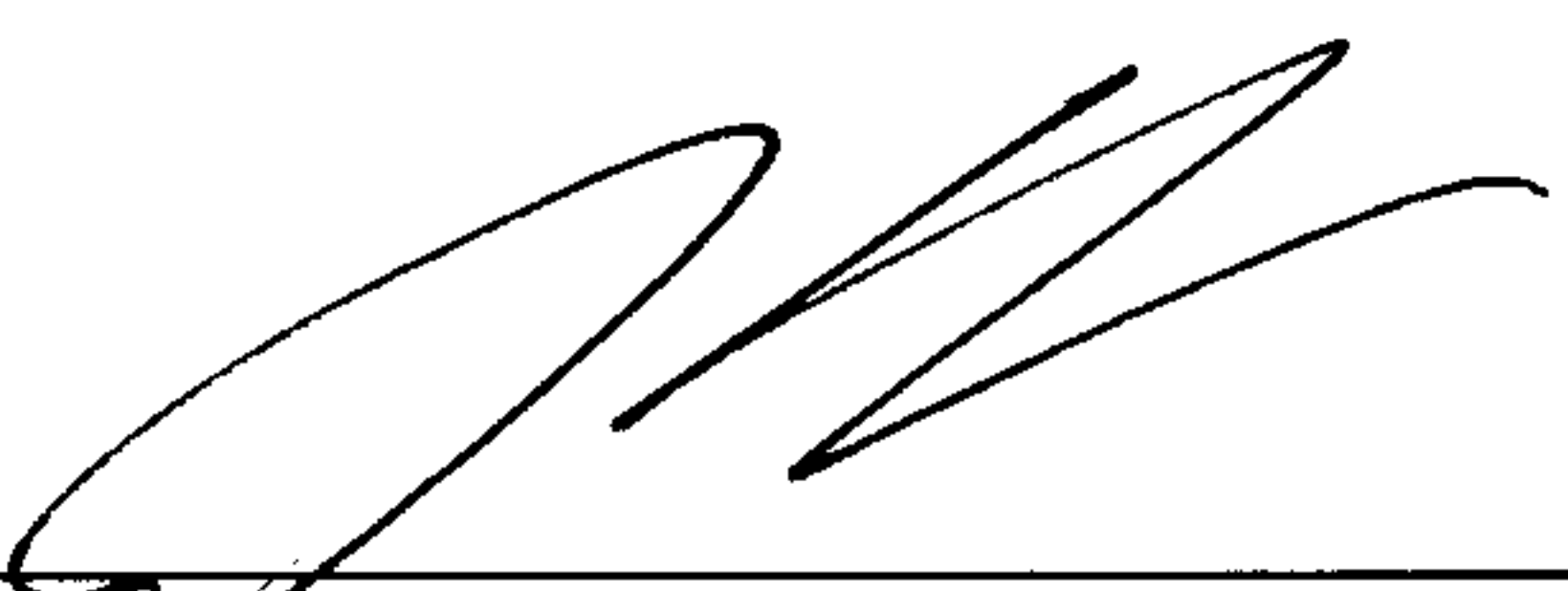
**TO HAVE AND TO HOLD** the above described property unto First United Security Bank, its successors and assigns forever; subject, however, to existing ad valorem taxes and to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama and the United States of America.

**IN WITNESS WHEREOF**, the said Roger D. Glass, a married man, and First United Security Bank have caused this instrument to be executed by and through Justin B. Little, as Auctioneer conducting said sale and as Attorney-in-Fact for all parties separately, has hereto set his hand and seal on this the 16<sup>th</sup> day of June, 2010.

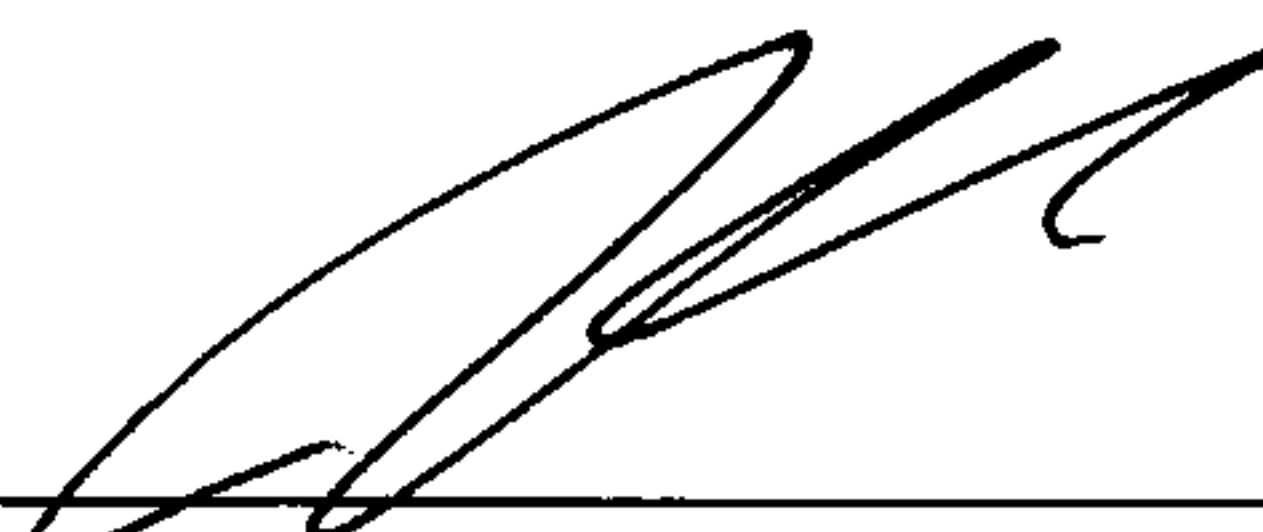
Roger D. Glass, a married man

BY:   
Justin B. Little  
Attorney-in-Fact

First United Security Bank

BY:   
Justin B. Little  
as Attorney-In-Fact and Agent




  
Justin B. Little  
as the Auctioneer  
and person making said sale

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Justin B. Little, whose name as Attorney-in-Fact for Roger D. Glass, a married man, whose name as Attorney-in-Fact and agent for First United Security Bank, and whose name as Auctioneer and person making said sale, 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-in-Fact, agent, and as such Auctioneer, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 16<sup>th</sup> day of June, 2010.

  
Notary Public

My Commission Expires: 12-15-13

THIS INSTRUMENT PREPARED BY:  
Justin B. Little, Esq.  
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