

*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 February 16, 2007, Drop Tine, LLC executed a mortgage in favor of Bryant Bank, which mortgage is recorded as Instrument # 20070309000107910 in the Office of the Judge of Probate of Shelby County, Alabama (said office is henceforth referred to as the "Probate Office" and said instrument as 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 May 19, 26 and June 2, 2010; and

WHEREAS, on June 11, 2010, Bryant Bank continued the foreclosure sale until June 18, 2010 (which continuation was duly noticed by publication in the *Shelby County Reporter*

in its June 16, 2010 issue); and

WHEREAS, on June 18, 2010 P. Scott Murner was the Auctioneer who conducted the said sale for Bryant Bank; and

WHEREAS, at the sale Bryant Bank elected to sell the Property; and

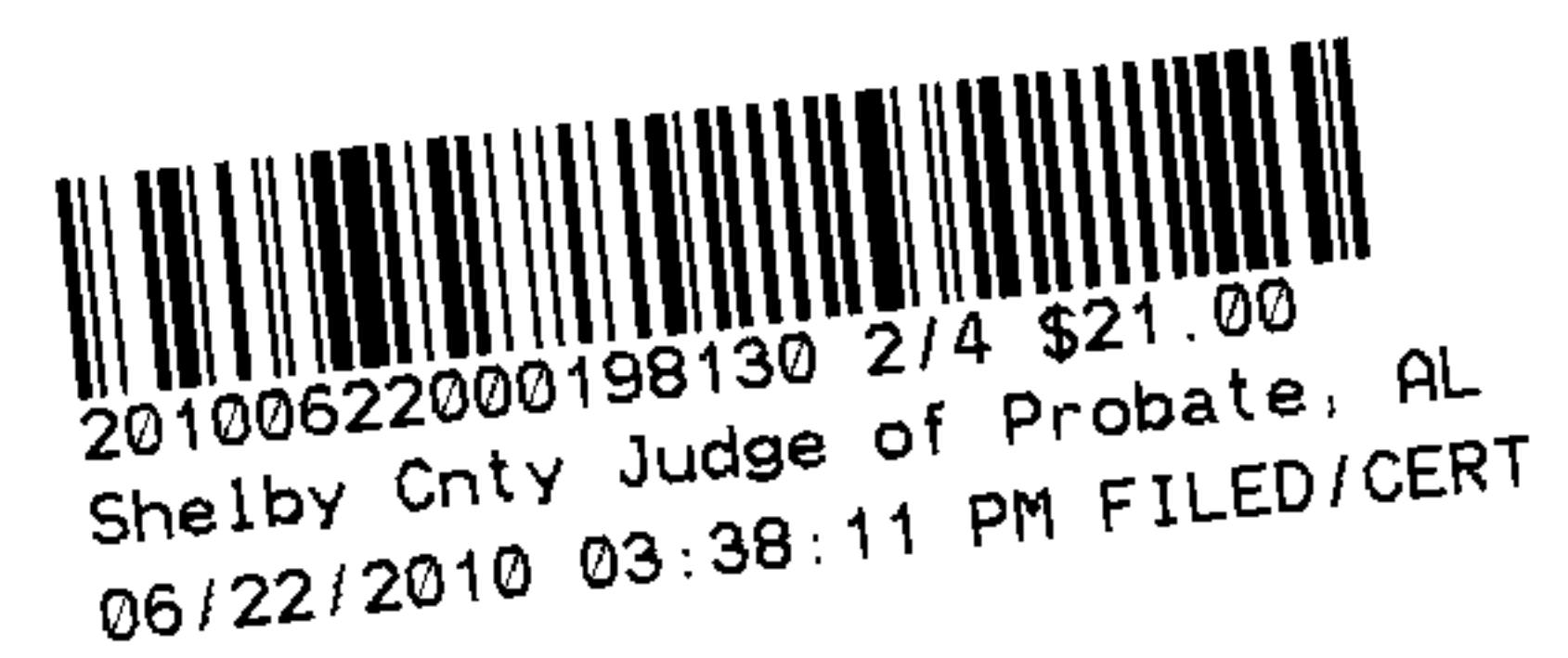
WHEREAS, the highest and best bid for the Property that was sold at said sale was the credit bid of Bryant Bank in the amount of Three Hundred Twelve Thousand Eight Hundred and 00/100 Dollars (\$312,800.00) on the indebtedness secured by the Mortgage, Bryant Bank, by and through P. Scott Murner as Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL AND CONVEY unto Bryant Bank the following property situated in Shelby County Alabama:

See Exhibit A (the "Property").

The 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 Property;
  - 4) any outstanding taxes, including, but not limited to, ad valorem taxes which constitute liens upon the Property;
  - 5) special assessments;
  - 6) all outstanding bills for public utilities that constitute liens upon the 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 Property is sold without warranty or recourse expressed or implied as to title, use and/or enjoyment.





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

IN WITNESS WHEREOF, Bryant Bank has caused this instrument to be executed by and through P. Scott Murner, as Auctioneer, conducting said sale, and P. Scott Murner as Auctioneer conducting said sale has hereto set his hand and seal on this the 21<sup>st</sup> day of June, 2010.

BRYANT BANK


BY: P. Scott Murner (Seal)  
P. Scott Murner  
As Auctioneer

STATE OF ALABAMA    )  
                                  :  
JEFFERSON COUNTY    )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that P. Scott Murner, whose name as Auctioneer 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, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21<sup>st</sup> day of June, 2010.

Deborah H. Sol  
Notary Public  
My Commission Expires: 12/8/10

  
20100622000198130 3/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
06/22/2010 03:38:11 PM FILED/CERT

## EXHIBIT A

S  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of Section 17, Township 24, Range 15 East; SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Section 17, Township 24, Range 15 East; E  $\frac{1}{2}$  of SW  $\frac{1}{4}$  of Section 17, Township 24, Range 15 East and SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 17, Township 24, Range 15 East, in the Probate Office of Shelby County, Alabama.

An access easement being 80' in width described as follows:

Parcel 1: Begin at the Southeast corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 17, Township 24 North, Range 15 East, that being the point of beginning; thence run Westerly and adjacent to the South line of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  to the Southwest corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; thence continue Westerly along the South line of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  90 feet; thence turn left 90 degree(s) and run 80 feet South to a point; thence turn left 90 degree(s) and run East to a point 80 feet South of the Southeast corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; thence turn North and run 80 feet to the point of beginning.

Parcel 2: Begin at the Southeast corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 17, Township 24 North, Range 15 East, that being the point of beginning; thence run West 80 feet to a point; thence turn left 90 degree(s) and run in a Southerly direction to the RIGHT-OF-WAY of State Hwy 145; thence turn left and run Northeast along the RIGHT-OF-WAY of Hwy 145 to the East line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 20, Township 24 North, Range 15 East; thence turn North and run along the East line of said Quarter Quarter section to the point of beginning, Shelby County, Alabama.

The Property is deemed to include all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, and fixtures which are part of and/or are appurtenant to the Property.