


Original borrowers on that certain Mortgage recorded as Instrument 20051013000535080 in the Judge of Probate of Shelby Co., AL, were Timothy M. Gautney and Martha A. Gautney.

STATE OF ALABAMA
COUNTY OF SHELBY


20100917000306630 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
09/17/2010 03:06:54 PM FILED/CERT

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS that on the 3rd day of October, 2005, executed and delivered to **ALiant BANK** (hereinafter the "Mortgagee") a Mortgage (hereinafter the "Mortgage") on certain real property, which is recorded as Instrument 20051013000535080 in the Office of the Judge of Probate of Shelby County, Alabama

WHEREAS, default was made, and the Mortgage was subject to foreclosure because of said default.

WHEREAS, in said Mortgage, the Mortgagee was authorized and empowered, in case of default, to sell the real property. Said Mortgage also provided that the Mortgagee, after having given notice of the time, place and terms of sale prior to said sale, is empowered and authorized to execute title to the purchaser of said real property at said sale.

WHEREAS, default having been made, Mortgagee did declare all of the indebtedness secured by said Mortgage due and payable and declared the real property subject to foreclosure. As provided in the said Mortgage, Mortgagee gave due and proper notice of foreclosure of said Mortgage by publishing a Notice of Foreclosure Sale in the *Shelby County Reporter*, a newspaper published in Shelby County, Alabama, in the issues of August 11th, August 18th and August 25th 2010.

WHEREAS, on September 1, 2010, the date on which the foreclosure sale was due to be held under the terms of said notice and during the legal hours of sale, foreclosure was duly and properly conducted, and Mortgagee did offer for sale and did sell at public outcry before the Shelby County Courthouse Door, Columbiana, Alabama, the property hereinafter described.

WHEREAS, the highest bidder was **ALiant BANK** (the "Grantees") for a high bid of \$1,250,000.00, whereupon the property was knocked down to said highest bidder.

NOW, THEREFORE, for and in consideration of the sum of One Million Two Hundred Fifty Thousand and 00/100 DOLLARS (\$1,250,000.00) credited to said indebtedness, **ALiant BANK** does hereby grant, convey, sell, transfer and deliver unto the Grantees and their assigns, the following described real property, to-wit:

Lot 27, according to the Survey of Lake Heather Estates (Givianpour's Addition to Inverness), as recorded in Map Book 16, Page 121 A, B & C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto the said Grantees or their assigns forever; subject, however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama. However, it is expressly stipulated and agreed, that this conveyance is made without representation, warranty or recourse, express or implied, as to title, use and/or enjoyment of the real property described above. This conveyance is also made without representation, warranty or recourse, express or implied, as to unpaid taxes (ad valorem or otherwise, if any) and is made subject to the statutory right of redemption.

ALiant BANK has made no representations or warranties as to the physical condition of the real estate and/or any improvements therein. ALiant BANK was not familiar with the environmental condition of the real estate either at the date of the foreclosure sale on said real estate or at the date of execution of this foreclosure deed and has made no statements or warranties that said real estate is or is not free of any hazardous and/or toxic substances. Purchaser of said real estate releases and holds and saves ALiant BANK harmless from and against all claims, losses, demands, costs, expenses (including attorneys fees and other legal costs), liabilities, damages and judgments arising out of or related to ALiant BANK's use (past, present or future) of said real estate or breach of this representation. Purchasers of said real estate acknowledge their understanding, acceptance of and agreement with the conditions, releases, indemnities, representations and warranties set forth.

IN WITNESS WHEREOF, ALiant BANK has caused this conveyance to be executed by its attorney and auctioneer.

Done at Birmingham, Alabama, as and for the official act of said ALiant BANK on this 1st day of September, 2010.

ALiant BANK

By

Wendy N. Hardegree
Wendy N. Hardegree
Attorney and Auctioneer

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Wendy N. Hardegree, whose name as Attorney and Auctioneer of ALiant 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, she, in her capacity as such attorney and auctioneer, with full authority executed the same voluntarily for and as the act of ALiant BANK.

GIVEN UNDER MY HAND and seal at Birmingham, Alabama on September 1, 2010.

W. Brown

Notary Public

My Commission Expires:

12/14/2012

This Instrument was prepared by:
Wendy Hardegree
ENGEL, HAIRSTON AND JOHANSON, P.C.
Post Office Box 11405
Birmingham, Alabama 35202
(205) 328-4600



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