

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on to-wit: the 14th day of March, 2007, Jim Whatley Construction Co., Inc., an Alabama Corporation, did execute a certain mortgage on property herein described to Superior Bank, which said mortgage is recorded as Document Number 20070316000121140 in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, in and by said mortgage, the Mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the Courthouse door of the City of Columbiana, County of Shelby, State of Alabama, after giving notice of same of the time place and terms of said sale in some newspaper published in said County by publication once a week for three 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 said mortgage, the Mortgagee or any person conducting said sale for the Mortgagee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage the Mortgagee might bid at the sale and purchase the said property if the highest bidder therefore; and,

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and the said Superior Bank, did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to the foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in The Shelby County Reporter, a newspaper of local circulation, published in Shelby County, Alabama, in its issues of June 30, July 7, July 14, August 11, September 15 and October 20, 2010; and,

WHEREAS, on the 9th day of November, 2010, the day on which the foreclosure sale was to be held under the terms of said notice between the legal hours of sale, said foreclosure was duly and properly conducted and Superior Bank did offer for sale and sell at public outcry in front of the Courthouse door in Shelby County, Alabama, the property hereinafter described:

WHEREAS, Marcia St. Louis was the Auctioneer who conducted the said foreclosure sale and was the person conducting the sale for Superior Bank, and Superior Bank, was the best and highest bidder in the amount of Three Hundred Fifty Thousand, and 00/100 Dollars (\$350,000.00) which sum of money is offered as credit on the indebtedness secured by said mortgage; and said property was thereunto sold to Superior Bank.

NOW, THEREFORE, in consideration of the premises and a credit in the amount of Three Hundred Fifty Thousand, and 00/100 Dollars (\$350,000.00) on the indebtedness secured by said mortgage, the said Jim Whatley Construction Co., Inc. and the said Superior Bank, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto the said Superior Bank the following described property situated in Shelby County, Alabama, to-wit:

Lot 22-94 according to the survey of Highland Lakes, 22nd Sector, Phase II, an Eddleman Community, as recorded in the Map Book 36, Page 94 A-C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543 and further amended in Instrument # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 22nd Sector, Phase II, recorded as Instrument No. 20060605000263860 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration"). Mineral and mining rights excepted.

TO HAVE AND TO HOLD the above described property Superior Bank its successors and assigns, forever, subject however to the Statutory Rights of Redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws of the State of Alabama, and further subject to Federal Tax Liens and/or Special Assessments, if any, and the mortgage hereinabove mentioned.

IN WITNESS WHEREOF, Superior Bank, has caused this instrument to be executed by and through Marcia St. Louis as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of the Mortgagee and in witness whereof has hereunto set his hand and seal on this the 9th day of November, 2010.

Jim Whatley Construction Co., Inc., Mortgagor

BY: Superior Bank,
Mortgagee or Transferee of Mortgagee

BY: Marcia St. Louis
Marcia St. Louis as Auctioneer and the person
conducting said sale for Mortgagee
or Transferee of the Mortgagee

Superior Bank

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STATE OF ALABAMA
COUNTY OF MADISON

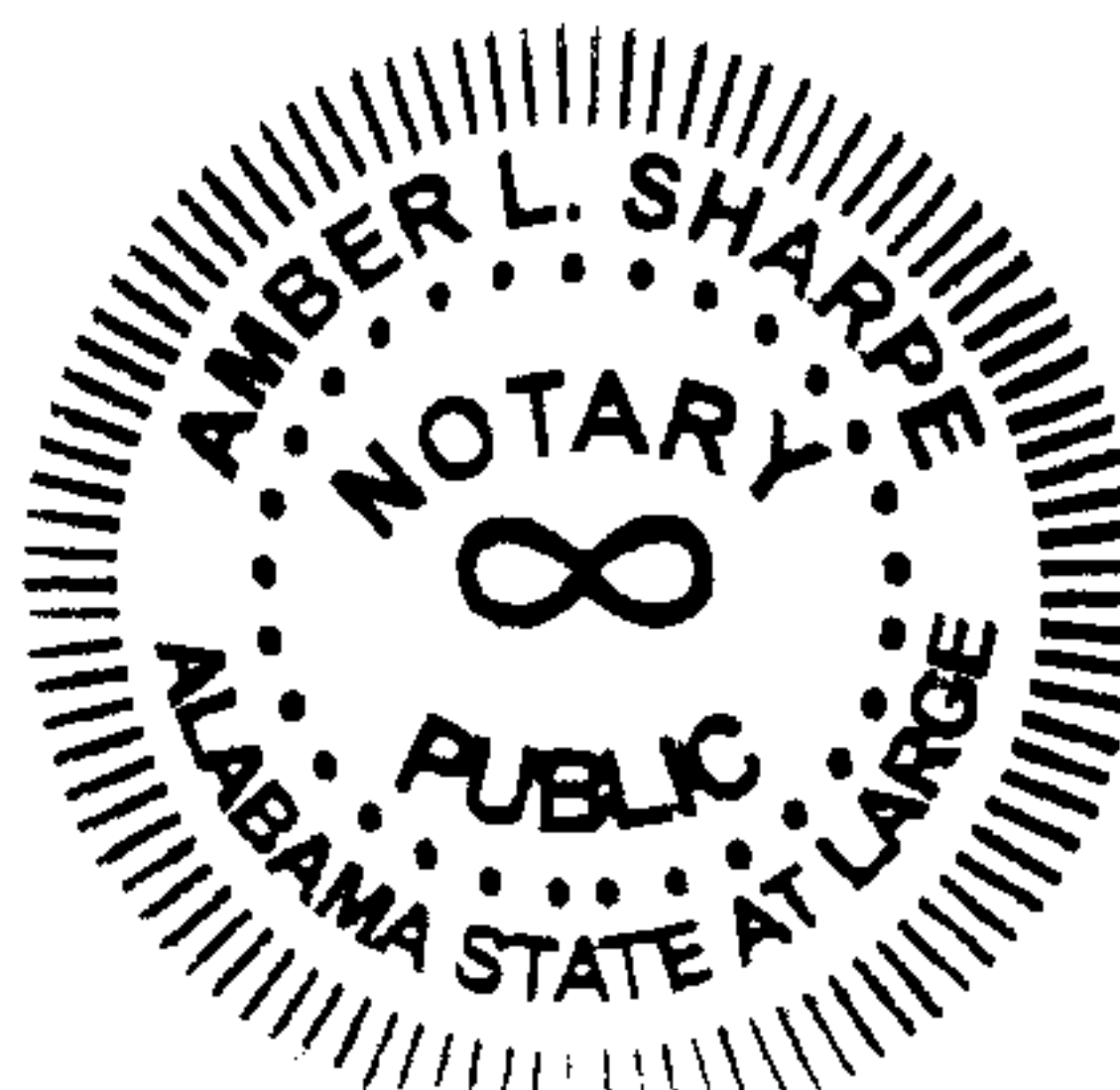
I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Marcia St. Louis whose name as Auctioneer and the person conducting said sale for Mortgagee or Transferee of the Mortgagee, Superior Bank, and whose name is signed to the foregoing conveyance in this capacity and who is known to me and acknowledged before me on this date, that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date, as the action on himself as Auctioneer and the person conducting the same for the Superior Bank, with full authority and as the actions Superior Bank, as Mortgagee, in the mortgage referred to in the foregoing deed.

Given under my hand and official seal, this the 9th day of November, 2010.

Amber L. Sharpe
Notary Public
My Commission Expires: _____

This instrument prepared by:

Gary P. Wolfe
Wolfe, Jones, Wolfe,
Hancock & Daniel, L.L.C.
905 Bob Wallace Avenue, Suite 100
Huntsville, Alabama 35801



Notary Public State of Alabama At Large
My Commission Expires September 2, 2013
Bonded Through State Farm Fire & Casualty