


STATE OF ALABAMA
COUNTY OF SHELBY


20101119000390500 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
11/19/2010 02:58:25 PM FILED/CERT

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS that on the 24th day of May, 2007, **ALLAN R. SCOTT** and **CHARNITA K. SCOTT** executed and delivered to **BANCORPSOUTH (also known as BANCORPSOUTH BANK)** (hereinafter the "Mortgagee") that certain Mortgage (With Future Advance Clause) (hereinafter the "Mortgage") on certain real property, which is recorded in the Probate Office of Shelby County, Alabama, in Instrument 20070525000246160.

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 October 6th, October 13th, October 20th and October 29, 2010.

WHEREAS, on November 19, 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 **BANCORPSOUTH (also known as BANCORPSOUTH BANK)** (the "Grantees") for a high bid of \$244,000.00, whereupon the property was knocked down to said highest bidder.

NOW, THEREFORE, for and in consideration of the sum of Two Hundred Forty-Four Thousand and 00/100 DOLLARS (\$244,000.00) credited to said indebtedness, **BANCORPSOUTH (also known as BANCORPSOUTH BANK)** does hereby grant, convey, sell, transfer and deliver unto the Grantees and their assigns, the following described real property, to-wit:

**Lot 632, according to the Survey of Final Plat of Riverwoods
Sixth Sector, as recorded in Map Book 32, page 140, in the
Probate Office of 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.

BANCORPSOUTH (also known as BANCORPSOUTH BANK) has made no representations or warranties as to the physical condition of the real estate and/or any improvements therein. **BANCORPSOUTH (also known as BANCORPSOUTH 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 **BANCORPSOUTH (also known as BANCORPSOUTH 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 **BANCORPSOUTH (also known as BANCORPSOUTH 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, **BANCORPSOUTH (also known as BANCORPSOUTH 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 **BANCORPSOUTH (also known as BANCORPSOUTH BANK)** on this 19th day of November, 2010.

**BANCORPSOUTH (also known as
BANCORPSOUTH BANK)**

By Wendy N. Hardegree
Wendy N. Hardegree
Attorney and Auctioneer

STATE OF ALABAMA
COUNTY OF ~~JEFFERSON~~ **SHELBY**

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 **BANCORPSOUTH (also known as BANCORPSOUTH 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 attorney and auctioneer, with full authority executed the same voluntarily for and as the act of **BANCORPSOUTH (also known as BANCORPSOUTH BANK)**.

GIVEN UNDER MY HAND and seal at Birmingham, Alabama on November 19, 2010.

[Signature]
Notary Public
My Commission Expires: My Commission Expires August 24, 2013

This Instrument was prepared by:
Wendy N. Hardegree
ENGEL, HAIRSTON AND JOHANSON, P.C.
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