

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)

SHELBY COUNTY)

WHEREAS, on, to-wit: **January 24, 2007, Joseph Habshey, a single man for parcels 3, 4, 5 & 6**, (herein called MORTGAGOR), did execute and deliver to **FIRST FINANCIAL BANK, a corporation**, (hereinafter called MORTGAGEE), a certain mortgage on the hereinafter described real estate to secure an indebtedness of **\$2,574,000.00** therein described, said mortgage being of record in **Mortgage Book 2007, Page 8334**, in the **Probate Office of Tuscaloosa County, Alabama**, and of record in Instrument **#20070126000040080**, in the **Probate Office of Shelby County, Alabama**, and,

WHEREAS, under the terms and provisions of said mortgage the said Mortgagee was authorized and empowered upon default in the payment of said indebtedness, to sell said real estate at public sale at the **Main Street entrance of the Shelby County Courthouse at Columbiana, Alabama**, to the highest bidder for cash, after first having mailed a thirty (30) day written notice to Mortgagor as required by said mortgage and after first having given notice of the time, place and terms of sale by advertisement for three (3) successive weeks in **THE SHELBY COUNTY REPORTER**, a newspaper of general publication published in **Shelby County, Alabama**; and

WHEREAS, Mortgagors did fail and default in the payment of the indebtedness described in and secured by said mortgage and said indebtedness did thereby become in default and said mortgage was thereby subject to foreclosure; and,

WHEREAS, the said Mortgagee, upon default in the payment of the indebtedness did declare the entire indebtedness due and payable and elected to foreclose said mortgage; and

WHEREAS, Mortgagee did give said thirty (30) day written notice as required by said mortgage and did thereafter advertise and give notice of the sale of said real estate under the terms and conditions of said mortgage by advertising notice of the time, place and terms of sale in **THE SHELBY COUNTY REPORTER**, a newspaper of general circulation published in **Shelby County, Alabama**, said notices appearing in said newspaper once a



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week for three (3) successive weeks, on **December 29, 2010, January 5 and January 12, 2011**, said notices stated that said real estate, describing it, would be sold at public auction to the highest bidder for cash during the legal hours of sale on **January 19, 2011 at the Main Street entrance of the Shelby County Courthouse, at Columbiana, Alabama;** and

WHEREAS, on **January 19, 2011**, within the legal hours of sale at the **Main Street entrance of the Shelby County Courthouse, at Columbiana, Alabama**, the Auctioneer offered the property for sale in parcels and not en masse, there being no bidders present, the said Shelby County real estate was offered for sale at public auction by V. Edward Freeman, II, who was and is the attorney for Mortgagee and acted as auctioneer in conducting said sale, and at said sale was sold to First Financial Bank for the total sum of **\$518,500.00**, said amount being the highest, best and last bid offered for said real estate, as follows:

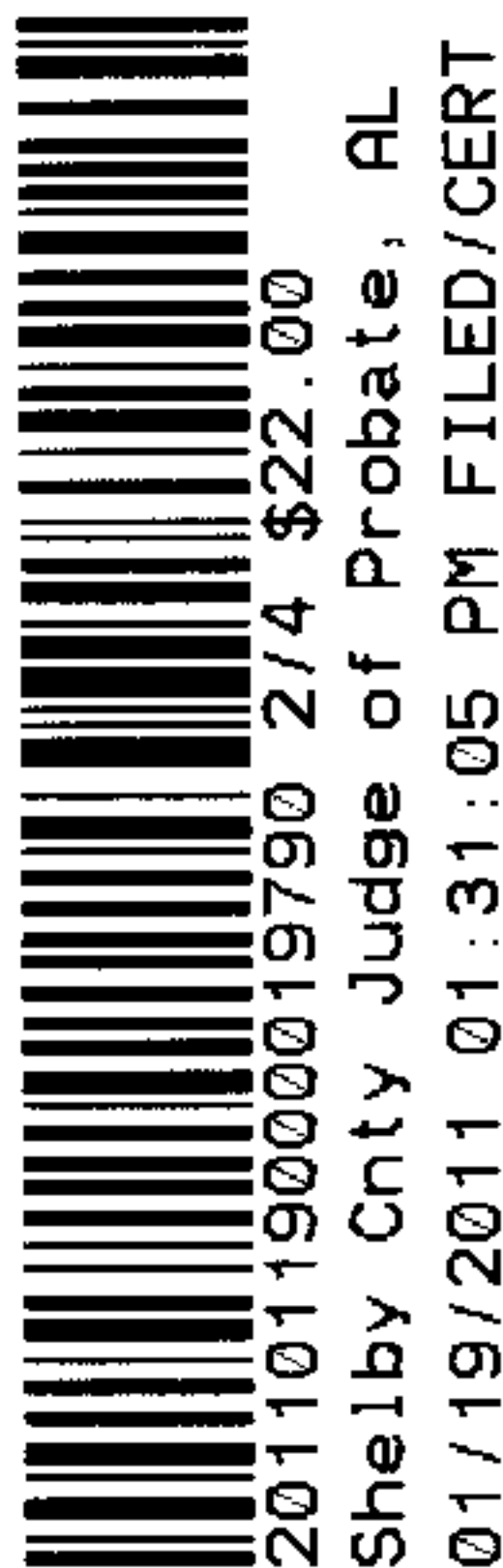
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned V. Edward Freeman, II, as Attorney for Mortgagee and as auctioneer conducting said sale, for and in consideration of the premises and the sum of **\$518,500.00**, do hereby grant, bargain, sell and convey unto FIRST FINANCIAL BANK, all of the right, title and interest of the said Mortgagors and of FIRST FINANCIAL BANK, as Mortgagee in and to the following described real estate situated in Shelby County, Alabama, to-wit:

780-782 2ND STREET HELENA AL 35080	-	42,500.00
773-775 2ND STREET HELENA AL 35080	-	76,500.00
771 2ND STREET HELENA AL 35080	-	70,656.00
769 2ND STREET HELENA AL 35080	-	65,682.00
767 2ND STREET HELENA AL 35080	-	105,912.00
3871 HELENA ROAD HELENA AL 35080	-	<u>157,250.00</u>
		\$518,500.00

Parcel II:

3871 Helena Road, Helena, Alabama 35080

LOT 1 AND THE NORTH 1/2 OF LOT 2, BLOCK 3, ACCORDING TO JOSEPH SQUIRE'S MAP OF TOWN OF HELENA AS RECORDED IN MAP BOOK 3, PAGE 121 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGIN AT THE SW CORNER OF THE NORTH 1/2 OF LOT 2 OF BLOCK 3, JOSEPH SQUIRE'S MAP OF TOWN OF HELENA AND RUN N 0 DEGREES 13' 19" W ALONG THE WEST LINE OF BLOCK 3 AND EAST LINE OF SECOND STREET A DISTANCE OF 72.70 FEET; THENCE N 87 DEGREES 03' 30" E ALONG THE NORTH LINE OF LOT 1 AND SOUTH LINE OF SECOND AVENUE A DISTANCE OF 95.59 FEET; THENCE S 0 DEGREES 01' 38" W ALONG THE WEST LINE OF MAIN STREET A DISTANCE



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OF 75.00 FEET; THENCE S 88 DEGREES 25' 54" W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF LOT 2 A DISTANCE OF 95.18 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 3 WEST, IN THE CITY OF HELENA, SHELBY COUNTY, ALABAMA.

Parcel III:

773-775 2nd Street, Helena, Alabama 35080

A PART OF LOT 1 IN BLOCK 5, ACCORDING TO MAP OF TOWN OF HELENA, AS DRAWN BY JOSEPH SQUIRE AS RECORDED IN MAP BOOK 3, PAGE 121, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF BLOCK 5 AND RUN SOUTH ALONG THE WEST SIDE OF 2ND STREET 50 FEET TO POINT OF BEGINNING; THENCE CONTINUE SOUTH ALONG WEST SIDE OF 2ND STREET, 70 FEET; THENCE RUN WEST 150 FEET; THENCE NORTH 70 FEET; THENCE EAST 150 FEET TO POINT OF BEGINNING.

Parcel IV:

771,769 and 767 2nd Street, Helena, Alabama 35080

A PART OF LOTS 2, 3, AND 4, IN BLOCK 5, ACCORDING TO JOSEPH SQUIRE'S MAP OF TOWN OF HELENA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID BLOCK 5, AND RUN N 0 DEGREES 13' 19" W ALONG WEST EDGE OF SECOND STREET, A DISTANCE OF 157.95 FEET TO THE NE CORNER OF LOT 2 IN BLOCK 5; THENCE S 89 DEGREES 20' 00" W ALONG THE NORTH LINE OF LOT 2 IN BLOCK 5, A DISTANCE OF 174.31 FEET TO THE EAST SIDE OF A BRANCH; THENCE IN A SOUTHERLY DIRECTION ALONG SAID BRANCH S 1 DEGREE 25' 33" E A DISTANCE OF 48.96 FEET; THENCE S 16 DEGREES 31' 18" E ALONG BRANCH 35.81 FEET; THENCE S 30 DEGREES 08' 47" E ALONG BRANCH 50.26 FEET; THENCE S 51 DEGREES 33' 11" E ALONG BRANCH 30.24 FEET; THENCE S 10 DEGREES 11°16" E ALONG BRANCH 17.12 FEET TO THE NORTHERLY EDGE OF SECOND AVENUE; THENCE N 86 DEGREES 40' 44" E AND RUN ALONG NORTH SIDE OF SECOND AVENUE A DISTANCE OF 111.74 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 3 WEST, IN THE CITY OF HELENA, SHELBY COUNTY, ALABAMA.

Parcel V:

780-782 2nd Street Helena, Alabama 35080

A PART OF LOT 6, BLOCK 1, ACCORDING TO JOSEPH SQUIRE'S MAP OF TOWN OF HELENA, DESCRIBED AS FOLLOWS:


COMMENCING AT THE SW CORNER OF LOT 10 OF BLOCK 1, JOSEPH SQUIRE'S MAP OF TOWN OF HELENA AND RUN N 1 DEGREE 34' 31" W ALONG WEST EDGE OF SAID BLOCK 1 A DISTANCE OF 147.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 1 DEGREE 34' 31" W A DISTANCE OF 42.93 FEET; THENCE N 89 DEGREES 28' 27" E A DISTANCE OF 46.96 FEET; THENCE S 0 DEGREES 49' 59" E A DISTANCE OF 42.92 FEET; THENCE S 89 DEGREES 28' 27" W A DISTANCE OF 46.40 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 3 WEST, IN THE CITY OF HELENA, SHELBY COUNTY, ALABAMA.

Source of Title: Deed Book 2007, Page 1951 (Tuscaloosa Co.)

SUBJECT TO:

Item 1. Judgment recorded in Judgment Book 2010, Page 4703 in the Probate Office of Shelby County, Alabama, Claimant: Magna Management, \$9,097,000.00;

Item 2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof.


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Item 3. Rights or claims of parties in possession not shown by the public records.

Item 4. Easements, or claims of easements, not shown by the public records.

Item 5. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.

Item 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Item 7. Taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.

Item 8. Taxes for the year 2011 and subsequent years.

Item 9. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.

Item 10. All rights of redemption outstanding by virtue of foreclosure, said rights to expire 1 year from date of foreclosure.

TO HAVE AND TO HOLD UNTO SAID, FIRST FINANCIAL BANK, its, successors, heirs and assigns, FOREVER, as fully and aforesaid, under and by virtue of the power and authority vested in me as such attorney and auctioneer by the terms of said mortgage.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, as attorney and auctioneer aforesaid, on this 19th day of January, 2011.

FIRST FINANCIAL BANK (SEAL)

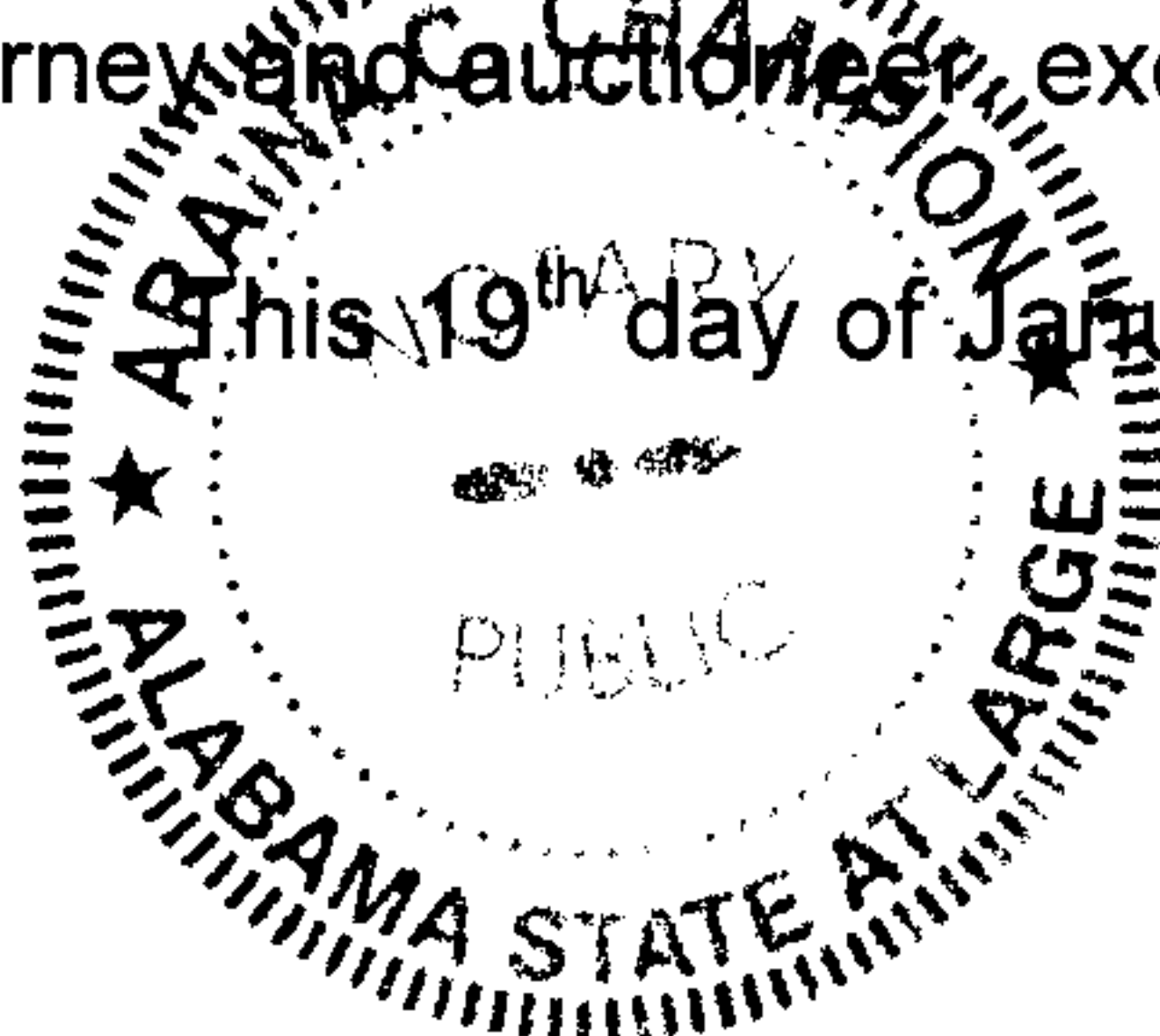
By V. Edward Freeman, II
V. Edward Freeman, II
As Attorney and Auctioneer Aforesaid

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that V. Edward Freeman, II, whose name as attorney for Mortgagee and Auctioneer conducting the sale described in the above and foregoing conveyance, 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, executed the same voluntarily on the day the same bears date.

This 19th day of January, 2011.



Maura Champion
Notary Public

My commission expires: 01-25-13

This Instrument prepared by:
V. Edward Freeman, II
Stone, Patton, Kierce & Freeman
118 18th Street North
Bessemer, AL 35020
(205) 424-1150

