

Send Tax Notice To:
Renasant Bank
Attention: Jerry A. Harris
1309 Stratford Road, SE
Decatur, AL 35601

STATE OF ALABAMA)
SHELBY COUNTY)

FORECLOSURE DEED AND UCC BILL OF SALE

WHEREAS, **Renasant Bank**, a Mississippi banking corporation and successor to Heritage Bank (the "Mortgagee"), was, on January 19, 2011, the owner and holder of the following described mortgage and security agreement and the debt secured thereby: Mortgage and Security Agreement executed by **Lake Cyrus Development Company, Inc. and South Grande View Development, Inc.** ("Mortgagor"), to the Mortgagee on **June 9, 2005**, which mortgage and security agreement is recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number **20050615000292563**, Pages 1-17, (the "Mortgage"); and

WHEREAS, the Mortgage provided that if the Mortgagor should fail to pay the debt secured by the Mortgage, or any part of said debt, when it became due, the Mortgagee was authorized, at its option, to declare said debt immediately due and payable in full, and to take possession of the mortgaged property, and to sell the same at public outcry, after notice as provided in the Mortgage; and

WHEREAS, the Mortgagor failed to pay said debt when it became due, whereupon the Mortgagee declared said debt immediately due and payable in full; and

WHEREAS, on January 19, 2011, at 2:00 p.m., the real estate and personal and intangible property ("Collateral"), hereinafter described, being the collateral described in the Mortgage, was offered for sale, before the courthouse door of Shelby County, Alabama, to the highest bidder for cash, after giving notice of the time, place and terms of such sale, as required by the Mortgage, by advertisement in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, once a week for three consecutive weeks, in the issues of said paper of December 8, 2010, December 15, 2010, December 22, 2010 and a continuation notice being published on January 12, 2011; and

WHEREAS, at such sale, which was conducted by the undersigned auctioneer, in all respects in accordance with the provisions of the Mortgage, the Mortgagee became the purchaser of said Collateral being the highest and best bidder therefor, at and for the price of Fifty Eight Thousand and No/100 (\$58,000.00).

NOW, THEREFORE, the following described collateral, being the collateral described in and conveyed by the Mortgage, the same collateral lying and being in Jefferson County, Alabama.



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Shelby Cnty Judge of Probate, AL
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Parcel I:

Lots 25 and 26, according to the Survey of Grande View Estates Givianpour Addition to Alabaster 2nd Addition, as recorded in Map Book 20, Page 66, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lots 552 and 556, according to the Survey of Grande View Estates Givianpour Addition to Alabaster 5th Addition, as recorded in Map Book 21, Page 133, in the Probate Office of Shelby County, Alabama.

Parcel III:

Lot 944, according to the Survey of Grande View Estates Givianpour Addition to Alabaster 9th Addition, as recorded in Map Book 27, Page 85, in the Probate Office of Shelby County, Alabama.

Parcel IV:

Lots 1 and 41, according to the Survey of Grande View Estates Givianpour Addition to Alabaster, as recorded in Map Book 19, Page 100, in the Probate Office of Shelby County, Alabama.

In consideration of the premises, and in order to evidence said sale, the Mortgagor acting by and through the undersigned auctioneer as attorney in fact, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto **Renasant Bank** ("Purchaser") all of the right, title and interest of **Lake Cyrus Development Company, Inc. and South Grande View Development, Inc.**, in the following described tangible and intangible property:

All development rights, air rights, water, water rights, and water stock relating to the real property described above (the "property"), and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law and in equity of **Lake Cyrus Development Company, Inc. and South Grande View Development, Inc.**, of, in and to the same.

All appurtenances of the property and all rights of **Lake Cyrus Development Company, Inc. and South Grande View Development, Inc.**, in and to any streets, roads or public places, easements or rights of way, relating to the property, including but not limited to all rights of **Lake Cyrus Development Company, Inc. and South Grande View Development, Inc.**, to any septic system, sewer line, agreements, permits, easements, equipment, licenses, resolutions, and related rights pertaining to any sewer and septic system constructed on the property.

All general intangibles relating to the development or use of the property, including but not limited to all governmental permits relating to construction on the property, all names under or by which the property or any improvements on the property may at any time be operated or known, and all rights to carry on business under such names or any variant thereof, and all trademarks and goodwill in any way relating to the property; and

All water stock relating to the property, all shares of stock or other evidence of ownership of any part of the property that is owned by the Borrower in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the property.

This conveyance is subject to:

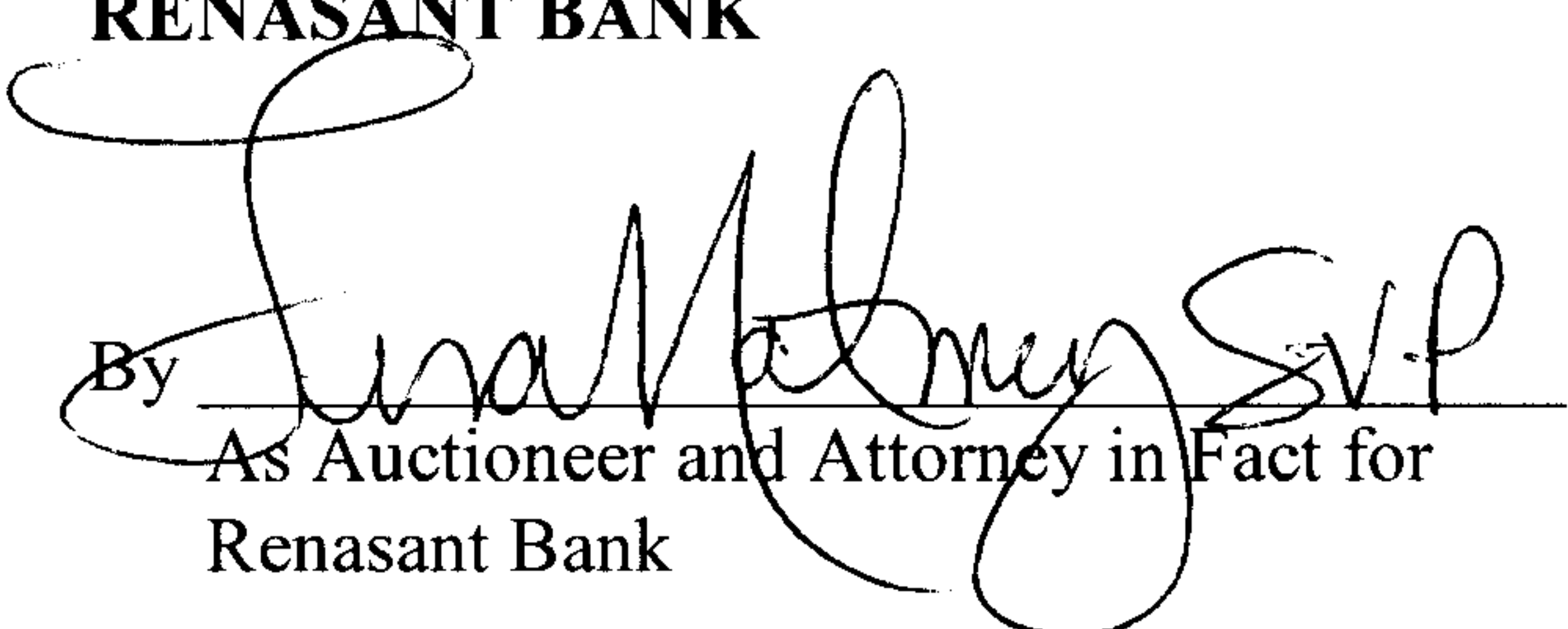
- i) All easements, restrictions and encumbrances of record, and
- ii) Any and all equitable or statutory rights of redemption.


This Foreclosure Deed and UCC Bill of Sale is being delivered by Renasant Bank to Purchaser pursuant to the power of sale contained in the Mortgage and §9A-610 of the applicable Uniform Commercial Code.

TO HAVE AND TO HOLD to Renasant Bank, its successors and assigns, in fee simple forever.

IN WITNESS WHEREOF, the name of the Mortgagor has been hereunto affixed by the undersigned auctioneer as attorney in fact, on this 24th day of January, 2011.

RENASANT BANK

By  S.V.P.
As Auctioneer and Attorney in Fact for
Renasant Bank


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STATE OF ALABAMA)
SHELBY COUNTY)

I, a Notary Public in and for said County in said State, hereby certify that Dan Gorman, whose name as attorney in fact for Renasant Bank is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she, in his/her capacity as such attorney in fact, executed the same voluntarily on the date the same bears date.

In witness whereof, I have hereunto set my hand and official seal, on the 24 day of January, 2011.

Janice Riton

Notary Public

My Commission Expires: 8/25/12

AFFIX SEAL

CERTIFICATE OF THE MORTGAGE OWNER

The undersigned, Dan Gorman, an authorized representative and agent for Renasant Bank, does hereby certify that Lisa Mahney, who acted as auctioneer in making the sale and conveyance evidenced by the foregoing Foreclosure Deed and UCC Bill of Sale, was duly appointed by Renasant Bank as auctioneer for the purpose of making said sale and conveyance.


Dated this 24th day of January, 2011.

RENASANT BANK

By [Signature]
Its Authorized Representative and Agent

This instrument prepared by:

David B. Anderson
Deanna L. Weidner
Anderson Weidner, LLC
Financial Center
505 North 20th Street, Suite 1450
Birmingham, Alabama 5203
(205) 324-1230


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