

**MORTGAGE FORECLOSURE DEED**

**STATE OF ALABAMA )**  
**JEFFERSON COUNTY )**

**KNOW ALL MEN BY THESE PRESENTS, That,**

**WHEREAS**, heretofore, on to-wit: August 19, 2008, Giau Le, a single man, Mortgagor, executed a certain mortgage to Joe A. Scotch, Jr. and Wayne J. Scotch, said mortgage being recorded as **Instrument 20080920000334430** in the Probate Office of Shelby County, Alabama; and

**WHEREAS**, default was made in the payment of the indebtedness secured by said mortgage, and the said Joe A. Scotch, Jr. and Wayne J. Scotch did declare all of the indebtedness secured by the said mortgage, due and payable, and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage in accordance with the terms thereof, by U. S. Mail and by publication in the Shelby County Reporter, a newspaper of general interest and circulation published in Shelby County, Birmingham, Alabama in its issues of December 22, 2010, December 29, 2010 and January 5, 2011; and

**WHEREAS**, on January 14, 2011, the day on which the foreclosure sale was due to be held under the terms of said notice between the legal hours of sale, said foreclosure sale was duly and properly conducted, and the said Joe A. Scotch, Jr. and Wayne J. Scotch did offer for sale and sell at public outcry, in front of the Courthouse door, Main Entrance, Columbiana, Shelby County, Alabama, the property hereinafter described; and

**WHEREAS**, the highest and best bid obtained for the property described in the aforementioned mortgage was the bid of the said Joe A. Scotch, Jr. and Wayne J. Scotch, as transferees, in the amount of One Hundred Seventy-Eight Thousand Six Hundred Twenty-One and 72/100 Dollars (\$178,621.72) which sum was offered to be credited on the indebtedness secured by said mortgage, and said property was thereupon sold to the said Joe A. Scotch, Jr. and Wayne J. Scotch; and

**WHEREAS**, James V. Spencer, III conducted said sale on behalf of the said Joe A. Scotch, Jr. and Wayne J. Scotch; and

**NOW, THEREFORE**, in consideration of the premises and the credit of One Hundred Seventy-Eight Thousand Six Hundred Twenty-One and 72/100 Dollars (\$178,621.72), Giau Le, a single man, Mortgagor, by and through the said Joe A. Scotch, Jr. and Wayne J. Scotch, as transferees, do grant, bargain, sell and convey unto the said Joe A. Scotch, Jr. and Wayne J. Scotch, as transferees, the following described real property situated in Shelby County, Alabama to-wit:

A parcel of land situated in the Southeast ¼ of the Northwest ¼ of Section 13, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of above said 1/4-1/4; thence North 02 deg. 33 min. 20 sec. West and along the 1/4-1/4 line, a distance of 668.86 feet; thence North 89 deg. 46 min. 03 sec. East a distance of 685.32 feet to the Point of Beginning; thence continue along the last described course a distance of 136.89 feet; thence South 58 deg. 48 min. 12 sec. East, a distance of 94.26 feet; thence South 24 deg. 59 min. 18 sec. West, a distance of 212.50 feet; thence South 00 deg. 13 min. 58 sec. East, a distance of 25.00 feet, thence South 89 deg. 46 min. 03 sec. West, a distance of 75.00 feet to a point, said point being the beginning of a non-tangent curve to the left, having a radius of 25.00 feet, a central angle of 90 deg. 00 min. 20 sec. and subtended by a chord which bears North 44 deg. 46 min. 05 sec. East, and a chord distance of 35.36 feet; thence along the arc of said curve,



a distance of 39.27 feet to a point, said point being the beginning of a compound curve to the right, having a radius of 50.00 feet, a central angle of 62 deg. 53 min. 16 sec., and subtended by a chord which bears North 31 deg. 12 min. 41 sec. West and a chord distance of 52.17 feet; thence along the arc of said curve, a distance of 54.88 feet; thence North 27 deg. 20 min. 32 sec. West a distance of 224.30 feet to the point of beginning; being situated in Shelby County, Alabama.

**TO HAVE AND TO HOLD**, the above described property unto the said Joe A. Scotch, Jr. and Wayne J. Scotch, their successors and 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.

**IN WITNESS WHEREOF**, the said Giau Le, a single man, Mortgagor, by the said Joe A. Scotch, Jr. and Wayne J. Scotch, as transferees, by James V. Spencer, III, as auctioneer conducting said sale caused these presents to be executed on this the 20th day of January, 2011.

**Giau Le, a single man  
Mortgagor**

**By Joe A. Scotch, Jr. and Wayne J. Scotch  
As Transferees**

By:   
**James V. Spencer, III  
Auctioneer**

**STATE OF ALABAMA )  
SHELBY COUNTY )**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James V. Spencer, III, whose name as auctioneer for the said Joe A. Scotch, Jr. and Wayne J. Scotch, 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 this conveyance, he, in his capacity as such auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20<sup>th</sup> day of January, 2011.



**NOTARY PUBLIC**

**My Commission Expires:** 12-14-2012

**THIS INSTRUMENT PREPARED BY:  
JAMES V. SPENCER, III  
ATTORNEY AT LAW  
1200 CORPORATE DRIVE – STE. 107  
BIRMINGHAM, AL 35242**

**GRANTEE'S ADDRESS:  
111 SCOTCH DRIVE – STE. 101  
BIRMINGHAM, AL 35242**