

STATE OF ALABAMA §
 §
SHELBY COUNTY §

MORTGAGE FORECLOSURE DEED

WHEREAS, **DONALD E. GRIZZELL, AN UNMARRIED MAN**, did on the 7th day of January, 2009, execute a certain mortgage to Coosa Pines Federal Credit Union, to secure the indebtedness therein set out and mentioned, said mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in INSTRUMENT NUMBER 20090113000010540, said mortgage covering the lands herein described and the indebtedness thereby secured being due the said Coosa Pines Federal Credit Union, and,

WHEREAS, there is a provision and condition in said mortgage that if said mortgagors shall fail to pay said indebtedness when the same falls due then the mortgagee shall be authorized to take possession of the premises and, after giving notice of the time, place and terms of sale, together with a description of the property described in said mortgage by advertising same once a week for three (3) consecutive weeks in a newspaper circulated in Shelby County, Alabama, either in person or by an agent or attorney, to sell said property at public outcry to the highest bidder for cash, said sale to be held at the courthouse doors of said County; and,

WHEREAS, **DONALD E. GRIZZELL**, did default in the payment of the indebtedness secured by said mortgage and,

WHEREAS, said mortgagee, Coosa Pines Federal Credit Union, the owner of said mortgage and the indebtedness secured thereby, did advertise same by publishing notice of foreclosure, said advertisement having been published in the The Shelby County Reporter newspaper on January 5, 2011, January 12, 2011 and January 19,

2011, each of the publications giving notice of the time, place and terms of said sale together with a description of the property. Said publications being shown by the affidavits which are attached to this mortgage foreclosure deed, and,

WHEREAS, said property was offered for sale in front of the Shelby County Courthouse in the City of Columbiana, Shelby County, Alabama, at 1 o'clock on February 10, 2011, the said hour and date being within the legal hours of the sale as stated in said notices, and,

WHEREAS, at said sale Coosa Pines Federal Credit Union, made the highest, last and best bid for cash for said property;

THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, Barry D. Vaughn of Proctor & Vaughn, LLC, as attorney for said owners of said mortgage and as auctioneer of said sale under and by virtue of the powers conferred upon me under the terms and conditions contained in said mortgage by and on behalf of the said owners of said mortgage and as auctioneer for and in consideration of One Hundred Twenty Six Thousand Seven Hundred Twenty Two Dollars and 02/100 (\$126,722.02) to me in hand paid by Coosa Pines Federal Credit Union, the receipt whereof is hereby acknowledged, I have granted, bargained and sold and by these presents do grant, bargain, sell and convey unto the said Coosa Pines Federal Credit Union, the following described real estate and all of the rights, title and interest owned by the said Donald E. Grizzell, in and to the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 26, according to the survey of Ivanhoe, as recorded in Map Book 6, Page 58, amended in Map Book 6, Page 70, in the Probate Office of Shelby County, Alabama, situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the above granted premises unto the said Coosa Pines Federal Credit Union, it's successors and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the
10th day of February, 2011.

Coosa Pines Federal Credit Union

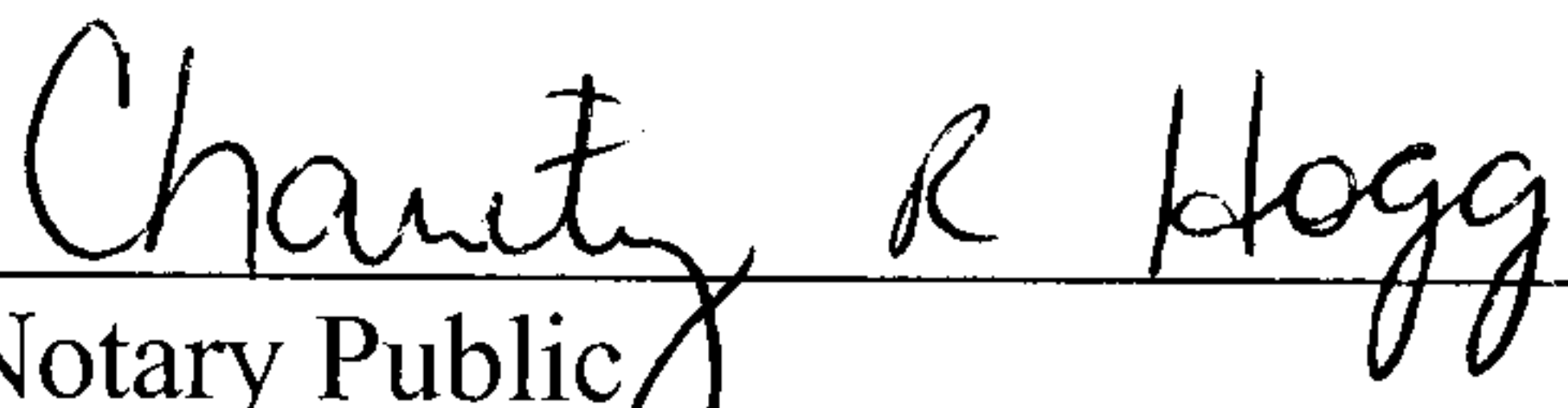
BY:


Barry D. Vaughn, Auctioneer

STATE OF ALABAMA §
 §
TALLADEGA COUNTY §

I, the undersigned authority in and for said County in said State, hereby certify that Barry D. Vaughn, whose name is signed, as Attorney for Mortgagee and as Auctioneer and as Attorney-in-Fact for Mortgagors, 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, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10th day of February, 2011.


Notary Public
3-31-2012

THIS INSTRUMENT PREPARED BY:
PROCTOR & VAUGHN, LLC
Post Office Box 2129
Sylacauga, Alabama 35150
File Number 45.2753

Publisher's Certificate of Publication

STATE OF ALABAMA SHELBY COUNTY

Personally appeared before me, the undersigned Notary Public, in and for said state and county, **TIM PRINCE**, who, being duly sworn according to the law deposes and says that he is Publisher of the ***Shelby County Reporter*** a newspaper published in said county, and the publication of a certain notice, a true copy of which is hereto affixed, has been made in said newspaper 3 week(s) consecutively, to-wit in issues thereof dated as follows:

5th day of January, 2011
12th day of January, 2011
19th day of January, 2011



Publisher, *Shelby County Reporter*

Sworn to and subscribed before me this 19th day of
January, 2011.

Mary Jo Esbridge

Notary Public,
State of Alabama at large

My commission expires April 13, 2014

LEGAL NOTICE

STATE OF ALABAMA
COUNTY OF SHELBY

20110210000048490 4/4 \$22.00
Shelby Cnty Judge of Probate, AL
02/10/2011 01:07:49 PM FILED/CERT

NOTICE OF MORTGAGE FORECLOSURE SALE

WHEREAS, Default having been made in the making of payments when due, being condition broken, under that mortgage executed by DONALD E. GRIZZEL, AN UNMARRIED MAN, in favor of COOSA PINES FEDERAL CREDIT UNION, on January 7, 2009, which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20090113000010540, and to which reference is made for its provisions, notice is hereby given for thirty (30) days by publication once a week for three (3) consecutive weeks in The Shelby County Reporter, a newspaper published and circulated in Shelby County, Alabama, the County where the mortgaged lands are situated by publication on January 5, 2011, January 12, 2011 and January 19, 2011, that we will sell to the highest bidder for cash, in accordance with this Mortgage, by public auction at the door of the Courthouse of Shelby County, Alabama, at Columbiana, Alabama, between the hours of 11:00 a.m. and 4:00 p.m. on February 10, 2011, as attorneys and auctioneers for Coosa Pines Federal Credit Union, owners of this mortgage, the following described real estate, situated in Shelby County, Alabama:

Lot 26, according to the survey of Ivanhoe, as recorded in Map Book 6, Page 58, amended in Map Book 6, Page 70, in the Probate Office of Shelby County, Alabama, situated in Shelby County, Alabama.

Said sale is made for the purpose of foreclosing of said mortgage, paying the mortgage debt, the costs and expenses of foreclosure, including a reasonable attorney's fee.

Mortgagee reserves the right to bid on the subject property. Said mortgage is a first mortgage and is not junior to another mortgage of record. Said sale is also subject to unpaid taxes or assessments whether of record or not.

PROCTOR & VAUGHN, LLC
Barry D. Vaughn
Post Office Box 2129
Sylacauga, Alabama 35150
Telephone: (256) 249-8527

Shelby County Reporter
January 5, 12, and 19, 2011

File Number: 45.2753

FC/GRIZZEL, DONALD E.