


THIS INSTRUMENT PREPARED BY:

Jason D. Woodard  
Burr & Forman LLP  
420 North 20th Street  
Suite 3400 - Wachovia Tower  
Birmingham, Alabama 35203  
(205) 251-3000

  
20110214000052300 1/5 \$262.50  
Shelby Cnty Judge of Probate, AL  
02/14/2011 03:00:48 PM FILED/CERT

STATE OF ALABAMA            )  
  )  
COUNTY OF SHELBY         )

**FORECLOSURE DEED**

**KNOW ALL MEN BY THESE PRESENTS, THAT:**

**WHEREAS**, heretofore on, to-wit: June 8, 2007, Keystone Building Co., Inc. ("Mortgagor"), executed a Mortgage and Assignment of Rents (the "Mortgage") on the property hereinafter described in favor of Wells Fargo Bank, N.A., successor-by-merger to Wachovia Bank, National Association ("Mortgagee"), which said Mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Recording Office") as Instrument No. 20070611000272060; and

**WHEREAS**, in and by said Mortgage the Mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property for cash, and said Mortgage provided that in case of sale under the power and authority contained in the same, the Mortgagee, or any person conducting said sale for the mortgagee, was authorized to execute title to the purchaser at said sale; and it was further provided in and by said Mortgage that the Mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and

**WHEREAS**, default was made in the payment of the indebtedness secured by said Mortgage, and Mortgagee did declare all of the indebtedness secured by 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 by publication in *The Shelby County Reporter*, a newspaper published in Shelby County, Alabama, and of general circulation in Shelby County, Alabama, in its editions of January 12, 19 and 26, 2011; and

**WHEREAS**, on February 4, 2011, during the legal hours of sale, the day and time which the foreclosure was due to be held under the terms of said notice, said foreclosure was duly and properly conducted, and Mortgagee did offer for sale and sell at public outcry in front of the main entrance of the Shelby County Courthouse in the City of Columbiana, Shelby County, Alabama, the property described on **Exhibit A** attached hereto (the "Property"); and

**WHEREAS**, Jason D. Woodard was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the said Mortgagee; and

**WHEREAS**, the highest and best bid for the property described in the aforementioned mortgage was the bid of Roy Martin Construction, LLC, in the amount of Two Hundred Thirty-Eight Thousand Five Hundred and 00/100 Dollars (\$238,500.00), which sum of money was credited on the indebtedness secured by the Mortgage and said property was thereupon sold to Roy Martin Construction, LLC

**NOW, THEREFORE**, in consideration of the premises and of a credit in the amount of Two Hundred Thirty-Eight Thousand Five Hundred and 00/100 Dollars (\$238,500.00), on the indebtedness secured by said mortgage, the said Mortgagee, by and through Jason D. Woodard conducting said sale, does hereby grant, bargain, sell and convey unto Roy Martin Construction, LLC, all that Property situated in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the said property unto Roy Martin Construction, LLC, its successors and assigns in fee simple forever; subject, however, to any unpaid ad valorem taxes, the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, unpaid municipal assessments resulting in a lien not extinguished by foreclosure of the mortgage, any mining and mineral rights conveyed prior to the recordation of the mortgage and the rights, if any, of any parties in possession. Notwithstanding any of the foregoing, the mortgagee makes no representations or warranties as to title or condition of the property.

**[remainder of this page intentionally left blank]**



IN WITNESS WHEREOF, Mortgagee, has caused this instrument to be executed by and through Jason D. Woodard, as Auctioneer conducting said sale, and as attorney in fact, and Jason D. Woodard, as Auctioneer conducting said sale has hereunto set his hand and seal on this the 4th day of February, 2011.

**KEYSTONE BUILDING CO., INC.,**

Mortgagor

By: Wells Fargo Bank, N.A., successor-by-merger to  
Wachovia Bank, National Association

By: \_\_\_\_\_

Jason D. Woodard

As Auctioneer and Attorney in Fact

**WELLS FARGO BANK, N.A.,** successor-by-merger to  
**WACHOVIA BANK, NATIONAL ASSOCIATION,**  
Mortgagee

By: \_\_\_\_\_

Jason D. Woodard

As Auctioneer and Attorney in Fact

\_\_\_\_\_  
Jason D. Woodard

As Auctioneer and Attorney in Fact

Send Tax Notices To:

Roy Martin Construction, LLC  
1960 Suite A, Hwy 33  
Pelham, AL 35124



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STATE OF ALABAMA

COUNTY OF

Shelby

SS:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jason D. Woodard, whose name as Auctioneer and Attorney in Fact for Wells Fargo Bank, N.A., successor-by-merger to Wachovia Bank, National Association, 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 Auctioneer and Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4<sup>th</sup> day of February, 2011.

Notary Public

My Commission Expires:

24 July 11

[AFFIX SEAL]

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## EXHIBIT A

Lot 4, according to a Resurvey of Lot 1, Yeager Commercial Park North, as recorded in Map Book 24, Page 8, in the Office of Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama (the foregoing being hereinafter referred to as the "Land")

### TOGETHER WITH:

(i) all buildings and improvements now or hereafter erected on the Land; (ii) all fixtures attached to the Land or any buildings or improvements situated thereon; and (iii) all estates, rights, tenements, hereditaments, privileges, rents, issues, profit easements, and appurtenances of any kind benefiting the Land; all means of access to and from the Land, whether public or private; and all water and mineral rights.



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Shelby County, AL 02/14/2011  
State of Alabama  
Deed Tax:\$238.50