

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW
POST OFFICE BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA

MORTGAGE FORECLOSURE DEED

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that, WHEREAS, on or about the 14th day of February, 2006, MELODY E. CAVENDER and spouse, DAVID A. CAVENDER, executed a mortgage conveying the real estate hereinafter described in Shelby County, Alabama, to CENTRAL STATE BANK, as Mortgagee, which said mortgage was recorded on February 27, 2006, in Instrument #20060227000093210, in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as "said mortgage" or words to that effect), which said mortgage and the indebtedness secured thereby is and was as of the date upon which this foreclosure proceeding was instituted, and is and was as of the date upon which this foreclosure deed was executed, the sole property of said Mortgagee; and

WHEREAS, in and by said mortgage said 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 real estate in front of the Court-house door in the City of Columbiana, Shelby County, Alabama, after giving twenty-one days notice of the time, place, and terms, of said sale, by publication once a week for three consecutive weeks prior to said sale in some newspaper published in Shelby County, Alabama, such sale to be at public outcry for cash, to the highest bidder, 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 might bid at the same 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 such default continuing, the said Mortgagee did give due and proper notice of the foreclosure of said mortgage by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of February 9, 16, and 23, 2011, and;

WHEREAS, on March 7, 2011, at approximately 12:00 o'clock noon, being the day and approximate time on which the foreclosure sale was scheduled to be held under the terms of said notice between the legal hours of sale, said foreclosure was duly and properly conducted and said Mortgagee did, in strict compliance with the power of sale contained in said mortgage, offer for sale at public outcry to the highest bidder for cash in front of the Shelby County Courthouse front door in the City of Columbiana, Shelby County, Alabama, the real estate hereinafter described and against which said Mortgagee held a first mortgage lien; and

WHEREAS, the undersigned, Mike T. Atchison, was the auctioneer, agent and attorney-in-fact who conducted said foreclosure sale and was the person conducting said sale for the said CENTRAL STATE BANK; and

WHEREAS, the last, highest and best bid for said real estate described in said mortgage was the bid of CENTRAL STATE BANK, in the amount of Two Hundred Sixty-Seven Thousand, Four Hundred Ninety-Six and 61/100 Dollars, (\$267,496.61) which sum of money was offered as credit toward a portion of the indebtedness secured by said mortgage, and said real estate was thereupon sold to CENTRAL STATE BANK.

NOW THEREFORE, in consideration of the premises and a credit in the amount of Two Hundred Sixty-Seven Thousand, Four Hundred Ninety-Six and 61/100 Dollars, (\$267,496.61) toward a portion of the indebtedness secured by said mortgage, the said CENTRAL STATE BANK, acting by and through Mike T. Atchison, as auctioneer conducting said sale and as attorney-in-fact for MELODY E. CAVENDER and for DAVID A. CAVENDER, respectively, and by and through Mike T. Atchison, as auctioneer conducting said sale, does hereby grant, bargain, sell and convey unto the said CENTRAL STATE BANK, the following described real estate situated in Shelby County, Alabama, together with all improvements thereon and appurtenances thereto, to-wit:


20110310000079640 1/3 \$20.00
Shelby Cnty Judge of Probate, AL
03/10/2011 11:53:06 AM FILED/CERT

A parcel of land in the South ½ of the NW ¼ of the NE ¼ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the SW corner of the North ½ of the SW ¼ of the NE ¼ of Section 36, Township 20 South, Range 3 West; thence run North along said ¼ - ¼ line a distance of 934.67 feet; thence turn an angle of 93 degrees 51 minutes 29 seconds right and run a distance of 494.27 feet to the point of beginning; thence continue along last described course a distance of 379.01 feet; thence turn an angle of 78 degrees 06 minutes 07 seconds left and run a distance of 138.00 feet; thence turn an angle of 99 degrees 14 minutes 43 seconds left and run a distance of 368.99 feet; thence turn an angle of 78 degrees 19 minutes 15 seconds left and run a distance of 157.00 feet to the point of beginning.

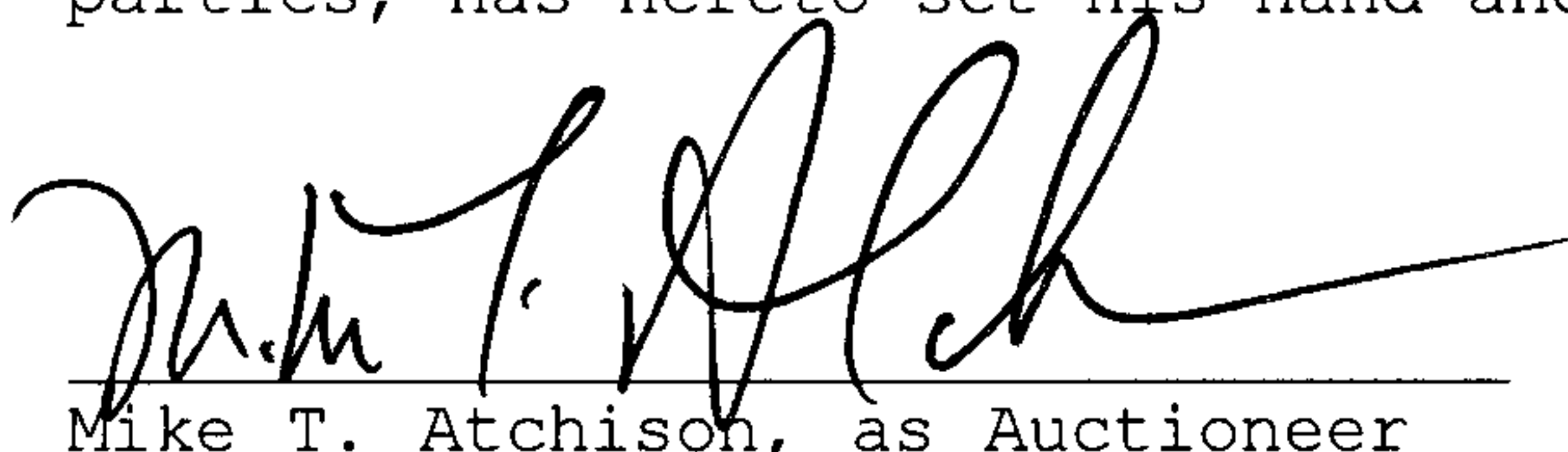
There is also a 30-foot easement for the purpose of ingress, egress, and utilities, described as follows:

Commence at the SW corner of the North ½ of the SW ¼ of the NE ¼ of Section 36, Township 20 South, Range 3 West; thence run North along said ¼ - ¼ line a distance of 934.67 feet; thence turn an angle of 93 degrees 51 minutes 29 seconds right and run a distance of 842.62 feet to the point of beginning; thence continue along last described course a distance of 30.66 feet; thence turn an angle of 101 degrees 53 minutes 53 seconds left and run a distance of 108.64 feet; thence turn an angle of 104 degrees 22 minutes 13 seconds left and run a distance of 149.89 feet; thence turn an angle of 112 degrees 05 minutes 55 seconds right and run a distance of 31.84 feet; thence turn an angle of 67 degrees 54 minutes 05 seconds right and run a distance of 176.44 feet; thence turn an angle of 104 degrees 22 minutes 14 seconds right and run a distance of 140.47 feet to the point of beginning.

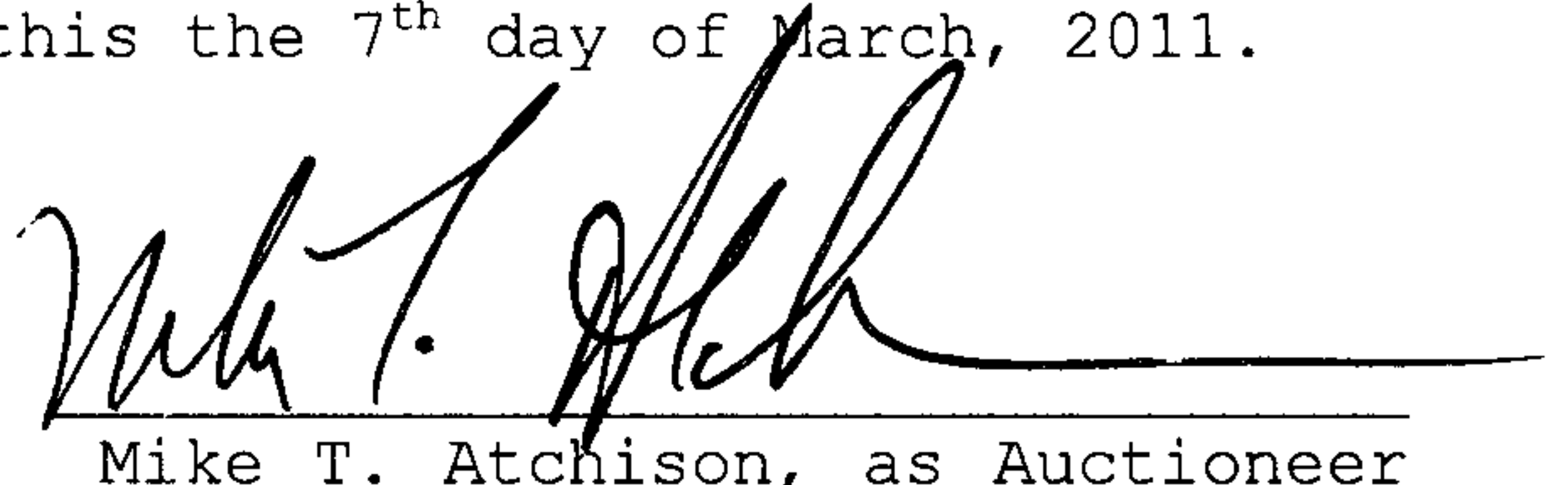
Situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the above described real estate unto the said CENTRAL STATE BANK, its successors and assigns forever, together with the hereditaments and appurtenances thereto belonging; subject, however, to the statutory right-of-redemption from said foreclosure sale on the part of those entitled to redeem, as provided by the laws of Alabama, and to all easements, restrictions and rights-of-way of record.

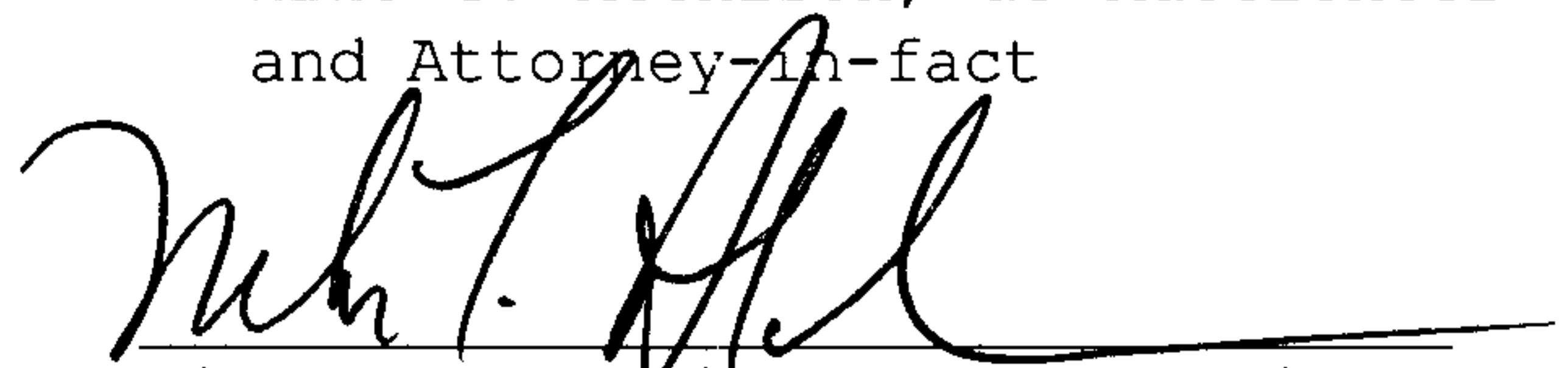
IN WITNESS WHEREOF, the said CENTRAL STATE BANK and MELODY E. CAVENDER and DAVID A. CAVENDER, respectively, have caused this instrument to be executed by and through Mike T. Atchison, acting as auctioneer conducting said sale and as attorney-in-fact for all parties separately, and Mike T. Atchison, as auctioneer conducting said sale and as attorney-in-fact for each of said parties, has hereto set his hand and seal on this the 7th day of March, 2011.




Mike T. Atchison, as Auctioneer
and Attorney-in-fact



Mike T. Atchison, as Auctioneer
and Attorney-in-fact



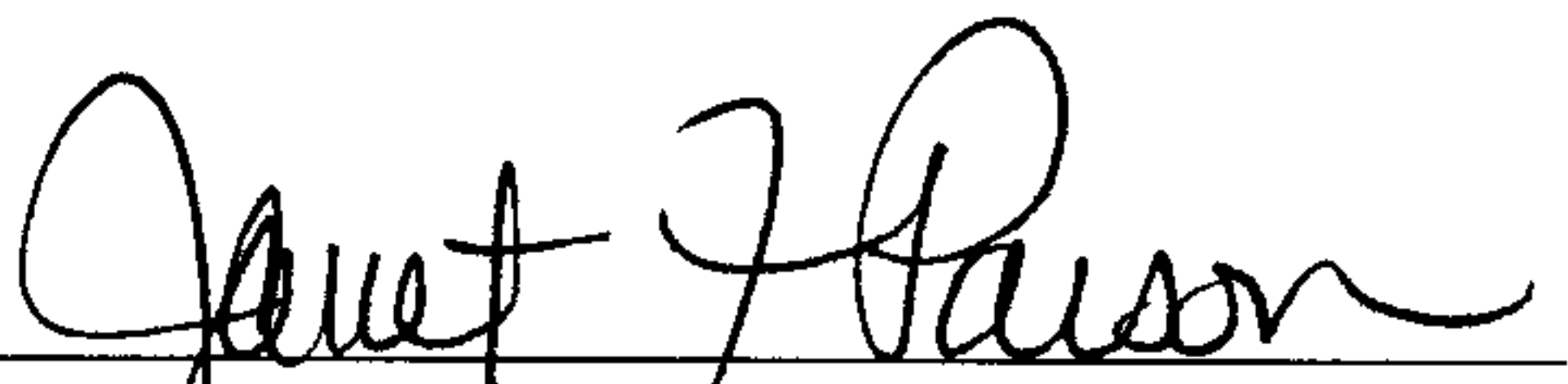
Mike T. Atchison, as Auctioneer
conducting said sale


20110310000079640 2/3 \$20.00
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STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mike T. Atchison, whose name as Auctioneer is signed to the foregoing conveyance, and who signed the names of CENTRAL STATE BANK to the above conveyance, and also signed the name of MELODY E. CAVENDER and DAVID A. CAVENDER, 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 executed the same voluntarily on the day the same bears date, as the action of himself as Auctioneer and the person conducting said foreclosure sale for the said Mortgagee, with full authority, for and as the act of said Mortgagee, and for and as the act of MELODY E. CAVENDER and DAVID A. CAVENDER, in the mortgage referred to in the foregoing deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, on this the 7th day of March, 2011.


Notary Public

My commission expires: 10/16/2012

