

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)

SHELBY COUNTY)

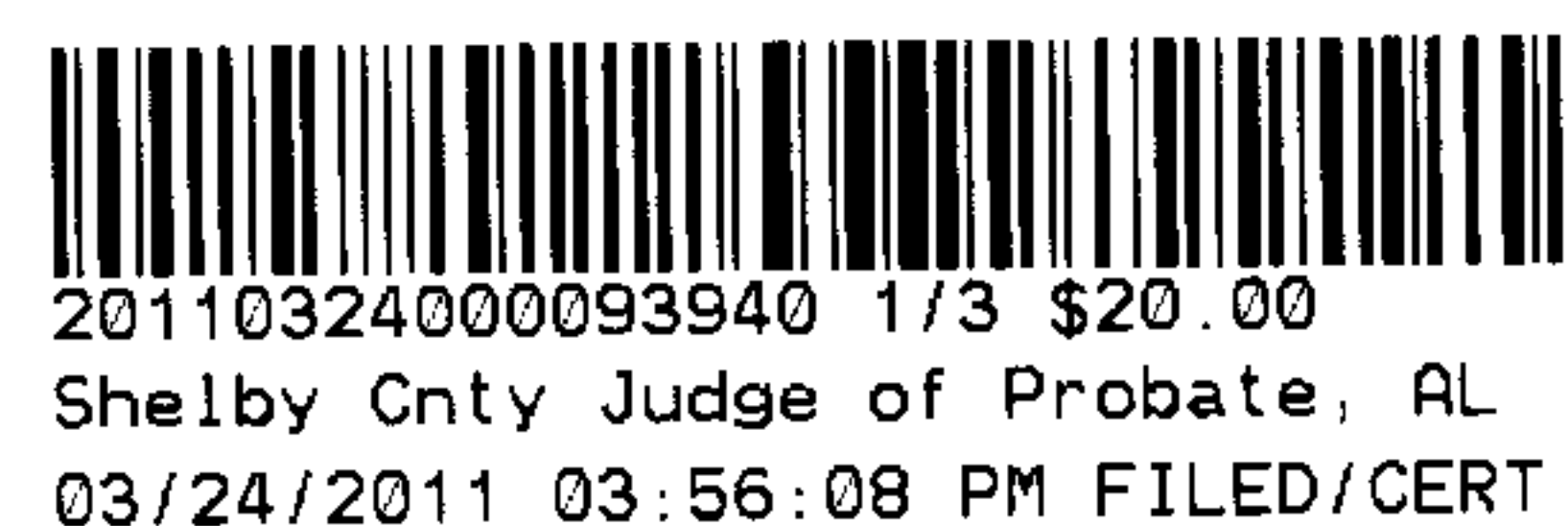
WHEREAS, on, to-wit: **August 17, 2010**, **PETRA LAND COMPANY, INC.** an **Alabama Corporation** (herein called MORTGAGOR), did execute and deliver to **FIRST FINANCIAL BANK**, a corporation, (hereinafter called MORTGAGEE), a **certain corrective mortgage, recorded at Instrument #20101110000387230** in the Probate Office of **Shelby County, Alabama**, to correct that certain mortgage executed by **PETRA LAND COMPANY, INC.**, an **Alabama Corporation**, dated **September 5, 2006**, recorded at **Instrument #20060915000458920** in the Probate Office of **Shelby County, Alabama**, on the hereinafter described real estate to secure an indebtedness of **\$253,000.00**, and

WHEREAS, under the terms and provisions of said mortgage the said Mortgagee was authorized and empowered upon default in the payment of said indebtedness, to sell said real estate at public sale at the **Main Street entrance of the Shelby County Courthouse at Columbiana, Alabama**, to the highest bidder for cash, after first having mailed a thirty (30) day written notice to Mortgagor as required by said mortgage and after first having given notice of the time, place and terms of sale by advertisement for three (3) successive weeks in **THE SHELBY COUNTY REPORTER**, newspaper published in **Shelby County, Alabama**; and

WHEREAS, Mortgagor did fail and default in the payment of the indebtedness described in and secured by said mortgage and said indebtedness did thereby become in default and said mortgage was thereby subject to foreclosure; and

WHEREAS, the said Mortgagee, upon default in the payment of the indebtedness did declare the entire indebtedness due and payable and elected to foreclose said mortgage; and

WHEREAS, Mortgagee did give said thirty (30) day written notice as required by said mortgage and did thereafter advertise and give notice of the sale of said real estate under the terms and conditions of said mortgage by advertising notice of the time, place and terms of sale in **THE SHELBY COUNTY REPORTER**, a newspaper of general circulation published in **Shelby County, Alabama**, said notices appearing in said newspaper once a week for three (3) successive weeks, on **March 2, March 9 and March 16, 2011**, which said notice stated that said real estate, describing it, would be sold at public auction to the highest bidder for cash during the legal hours of sale on **March 24, 2011**, at the **Main Street entrance of the Shelby County Courthouse, at Columbiana, Alabama**;



WHEREAS, on **March 24, 2011**, within the legal hours of sale at the **Main Street** entrance of the **Shelby County Courthouse, at Columbiana, Alabama**, said real estate was offered for sale at public auction by **Robert S. Dooley**, who was and is the attorney for Mortgagee and acted as auctioneer in conducting said sale, and at said sale no one appeared to purchase and each was sold to **FIRST FINANCIAL BANK** for the following amount, said amount being the highest, best and only bid offered for said real estate **\$95,500.00**.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned **Robert S. Dooley**, as Attorney for Mortgagee and as auctioneer conducting said sale, for and in consideration of the premises and the sum of **\$95,500.00**, do hereby grant, bargain, sell and convey unto **FIRST FINANCIAL BANK**, all of the right, title and interest of the said Mortgagors and of **FIRST FINANCIAL BANK**, as Mortgagee in and to the following described real estate situated in **Shelby County, Alabama**, to-wit:

Commence at a found Railroad rail being locally accepted as the Northwest corner of Section 20, Township 22 South, Range 2 West , Shelby County, Alabama; thence N 88° 48' 57" E a distance of 229.73' to a capped iron pin set, said point being the Point of Beginning; thence N 88° 48' 57" E a distance of 400.80' to a found capped iron pin; thence S 02°49'25" E a distance of 532.91' to a found capped iron pin, thence with a curve turning to the right with an arc length of 438.41' with a radius of 2,246.78', with a chord bearing of N 69° 04' 12" W, with a chord length of 437.72' to a capped iron pin set, thence N 02°49' 25" W a distance of 386.06' to the Point of Beginning. Said parcel containing 4.21 acres more or less.

SUBJECT, HOWEVER, TO ANY AND ALL OF THE FOLLOWING: easements, reservations, restrictions and rights-of-way heretofore filed and of record; mineral and mining rights heretofore reserved and not owned by Grantor; rights of parties in possession, matters not of record which would be disclosed by an accurate survey and inspection of the property, and underground easements or other uses of subject property not visible from the surface.

SUBJECT TO:

- Item 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof.
- Item 2. Rights or claims of parties in possession not shown by the public records.
- Item 3. Easements, or claims of easements, not shown by the public records.
- Item 4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- Item 5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.



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- Item 6. Taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.
- Item 7. Taxes for the year 2011 and subsequent years.
- Item 8. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.
- Item 9. Less and except any part of subject property lying within any road right-of-way.
- Item 10. All rights of redemption outstanding pursuant to this deed, said rights to expire one year from date of foreclosure deed.
- Item 11. Any municipal assessments and/or liens, if any.

TO HAVE AND TO HOLD UNTO SAID, FIRST FINANCIAL BANK, its, successors, heirs and assigns, **FOREVER**, as fully and aforesaid, under and by virtue of the power and authority vested in me as such attorney and auctioneer by the terms of said mortgage.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, as attorney and auctioneer aforesaid, on this 24th day of March, 2011.

FIRST FINANCIAL BANK (SEAL)

By

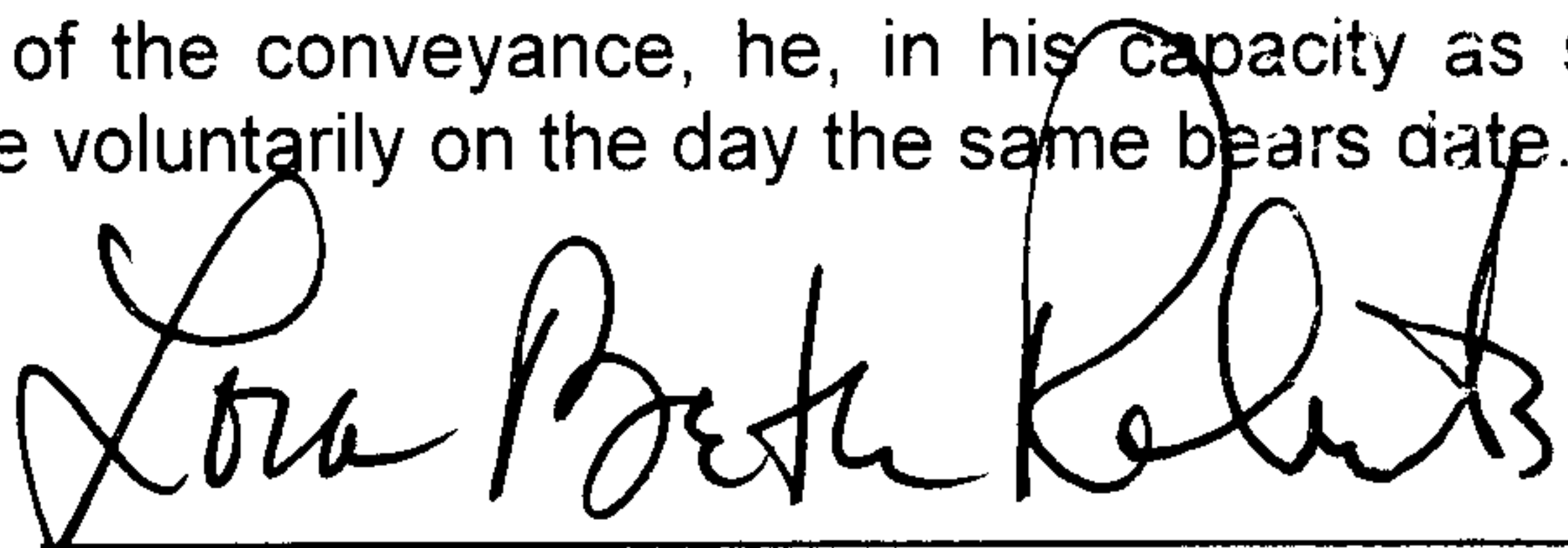

Robert S. Dooley
As Attorney and Auctioneer Aforesaid

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Robert S. Dooley**, whose name as attorney for Mortgagee and Auctioneer conducting the sale described in the above and foregoing conveyance, 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 attorney and auctioneer, executed the same voluntarily on the day the same bears date.


This 24th day of March, 2011.



Notary Public: Lora Beth Roberts

My commission expires: 1/25/13

This Instrument prepared by:
Robert S. Dooley
Stone, Patton, Kierce & Freeman
118 18th Street North
Bessemer, AL 35020
(205) 424-1150


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Shelby Cnty Judge of Probate, AL
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