

**THIS INSTRUMENT PREPARED BY:**

**SEND TAX NOTICE TO:**

A. Vincent Brown, Jr., P.C.  
510 North 18<sup>th</sup> Street  
Bessemer, Alabama 35020

Milton Pate  
3143 Bellwood Drive  
Birmingham, AL 35243

STATE OF ALABAMA )  
SHELBY COUNTY )

**MORTGAGE FORECLOSURE DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That heretofore on, to-wit: **June 30, 2010**, **PEGGY SMITH and MICHAEL GRAY, JOINT SURVIVORSHIP**, (hereinafter referred to as Mortgagors), executed and delivered a mortgage in the amount of **One Hundred Thirty Thousand and 00/100 (\$130,000.00)** on property hereinafter described to **MILTON PATE**, said mortgage is recorded in **Instrument No. 20100804000249280** in the Office of the Judge of Probate of Shelby County, Alabama, and

**WHEREAS**, under the terms and provisions of said mortgages, the said Mortgagee was authorized and empowered in case of default in the payment of the indebtednesses thereby secured, according to the terms thereof, to sell said real estate at public sale, on the steps of the main entrance of the Shelby County Courthouse in Columbiana, Alabama 35051, to the highest bidder for cash, after first having given notice of the time, place and terms of said sale by advertisement in some newspaper published in said city by publication once a week for three (3) consecutive weeks prior to said sale; and

**WHEREAS**, Mortgagors did fail and default in the payment of the indebtedness described in and secured by said mortgages and said indebtedness did thereby become in default and said mortgages were thereby subject to foreclosure; and

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

**WHEREAS**, Mortgagee did advertise and give notice of the sale of said real estate under the terms and conditions of said mortgages by advertising notice of the time, place and terms of the sale in the *Shelby County Reporter*, a newspaper of general circulation, published in the City of Columbiana, Shelby County, Alabama, said notice appearing in said newspaper once a week in its issues of **February 23, 2011, March 2, 2011 and March 9, 2011** and which said notice, among other things, 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 28, 2011**, in front of the MAIN entrance to the Shelby County Courthouse, in the City of Columbiana, Shelby County, Alabama; and

**WHEREAS**, on **MARCH 28, 2011**, within the legal hours of sale, in front of the MAIN entrance to the Shelby County Courthouse, in the City of Columbiana, Alabama, the day on which the foreclosure was due to be held under the terms of said notice, said real estate was offered for sale at public auction by **MILTON PATE**, who was and is the Mortgagee, and who acted as auctioneer in conducting said sale, and at said sale was sold to **MILTON PATE**, (Mortgagee), for the sum of **ONE HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$132,500.00)**, said amount being the highest, best and last bid offered for said real estate;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that, I, the undersigned, **MILTON PATE**, as Mortgagee, and as Auctioneer conducting said sale, for and in consideration of the sum of **ONE HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$132,500.00)** do hereby grant, bargain, sell and convey unto **MILTON PATE** (Mortgagee) of the right, title and interest of **PEGGY SMITH and MICHAEL GRAY, JOINT TENANTS**, (Mortgagor), in and to the following-described real estate situated in **SHELBY** County, Alabama, to-wit:

**LOT 136, ACCORDING TO THE SURVEY OF EMERALD RIDGE SECTOR I, AS RECORDED IN MAP BOOK 35, PAGE 143, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**TO HAVE AND TO HOLD** the above-described property unto **MILTON PATE**, its successors and assigns forever, as fully and completely as I could and ought to convey the same, as such Mortgagee and Auctioneer aforesaid, under and by virtue of the power of authority vested in me as such mortgagee

and auctioneer by the terms of said mortgage, subject, however, to statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem, as provided by the laws of the State of Alabama.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal, as Mortgagee and Auctioneer aforesaid, this 28<sup>TH</sup> day of MARCH, 2011.

BY: Milton Pate  
**MILTON PATE**  
As Mortgagee and Auctioneer Aforesaid

STATE OF ALABAMA        )  
SHELBY COUNTY            )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **MILTON PATE**, whose name as Mortgagee and Auctioneer conducting the sale described in the above and foregoing conveyance, is signed to the foregoing conveyance, and who is know to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such mortgagee and auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal ~~this 28<sup>TH</sup>~~ day of MARCH, 2011.



[Signature]  
Notary Public

My commission expires: 1-29-2011