

20110623000183310 1/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
06/23/2011 08:03:17 AM FILED/CERT

**INSTRUMENT WAS PREPARED BY:**

Richard P. Carmody  
Adams and Reese, LLP  
2100 3<sup>rd</sup> Avenue North  
Suite 1100  
Birmingham, Alabama 35203

**SEND TAX NOTICE TO:**

General Electric Credit Equities, Inc.  
c/o General Electric Capital Corporation  
2325 Lakeview Parkway Suite 600  
Alpharetta, GA 30009  
ATTN: William J. Sweeney, Jr.

STATE OF ALABAMA )  
JEFFERSON COUNTY )

**MORTGAGE FORECLOSURE DEED**

20110622000606800 1/5  
Bk: LR201105 Pg:5529  
Jefferson County, Alabama  
I certify this instrument filed on:  
06/22/2011 02:26:36 PM FCD  
Judge of Probate- Alan L. King

**KNOW ALL MEN BY THESE PRESENTS**, that whereas, heretofore on April 19, 2007, VISTA APARTMENTS LLC, a Delaware limited liability company ("Mortgagor"), executed a certain mortgage ("Mortgage") to GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, ("Initial Mortgagee") on property hereinafter described, which said Mortgage is recorded in the Office of the Judge of Probate of Jefferson County, Alabama, in Book LR200706, Page 22775 and in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20070423000186040. The Mortgage indebtedness was subsequently assigned to GENERAL ELECTRIC CREDIT EQUITIES, INC., a Delaware corporation ("Mortgagee"). 20110616000177330

WHEREAS, by the terms of said Mortgage, default matured the entire indebtedness secured thereby, and thereupon Mortgagee was empowered and authorized, after giving notice of the time, place and terms of sale once a week for three (3) consecutive weeks in a newspaper of general circulation published in Jefferson and Shelby Counties, Alabama, to sell said property at public outcry to the highest bidder for cash from the front door of the County Courthouse for Jefferson County, Bessemer Division, Alabama, at which sale Mortgagee was authorized to bid, and if the highest bidder therefor, to become the purchaser of the said property; and

WHEREAS, default was made under the terms of the Mortgage, and Initial Mortgagee, did declare all of the indebtedness secured by 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 Birmingham News, a newspaper of general circulation published in Jefferson and Shelby Counties, Alabama, in its issues of May 23, May 30 and June 6, 2011; and

WHEREAS, on June 15, 2011, the day on which the foreclosure was due to be held under the terms of said notice during the legal hours of sale, said foreclosure was duly conducted and by Mortgagee, who did offer for sale and sell at public outcry in front of the main entrance of the Courthouse at Bessemer, Jefferson County, Alabama, the property hereinafter described; and

WHEREAS, Ray A. Carle was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for Mortgagee; and





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WHEREAS, GENERAL ELECTRIC CREDIT EQUITIES, INC. was the highest and best bidder for said property with its bid of FIFTY-FIVE MILLION AND NO/100 Dollars (\$55,000,000.00).

NOW, THEREFORE, in consideration of the premises and the sum of FIFTY-FIVE MILLION AND NO/100 Dollars (\$55,000,000.00), GENERAL ELECTRIC CREDIT EQUITIES, INC., by and through Ray A. Carle, as auctioneer conducting said sale, does hereby grant, bargain, sell and convey unto GENERAL ELECTRIC CREDIT EQUITIES, INC. the following described property situated in Jefferson and Shelby Counties, Alabama:

PARCEL I:

Lot 4-A, according to a Resurvey of Lot 4, Crowne Resurvey of Galleria Woods, First Addition, as recorded in Map Book 32, page 35, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 3, Crowne Resurvey of Galleria Woods, First Addition as recorded In Map Book 30, page 77, in the Probate Office of Jefferson County, Alabama, Bessemer Division and recorded in Map Book 21, page 91, In the Probate Office of Shelby County, Alabama; LESS AND EXCEPT, that rectangular parcel measuring 100 feet by 220 feet shown as "Jefferson County San. Pump Sta." on said Crowne Resurvey of Galleria Woods, First Addition.

Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and In Book 19, page 633 in the Probate Office of Shelby County, Alabama.

PARCEL III:

Lot 2, Crowne Resurvey of Galleria Woods, recorded in Map Book 178, Page 65 and Bessemer Map Book 29, page 70 in the Probate Office of Jefferson County, Alabama.

Along with the right to use the sanitary sewer easement recorded In Bessemer Real 1025, page 508 In the Probate Office of Jefferson County, Alabama.

Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633 In the Probate Office of Shelby County, Alabama.



INCLUDING THE "MORTGAGED PROPERTY" AS DESCRIBED IN THE MORTGAGE,  
TO WIT:

"Mortgaged Property" means all estate, right, title, interest, claim and demand whatsoever which Mortgagor now has or hereafter acquires, either in law or in equity, in possession or expectancy, of, in and to (1) the real property described above, together with any greater estate therein as hereafter may be acquired by Mortgagor (the "Land"), (2) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements"), (3) all materials, supplies, appliances, equipment (as such term is defined in the Alabama Uniform Commercial Code ("UCC")), apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"), (4) all right, title and interest of Mortgagor in and to all goods, inventory, accounts, general intangibles, software, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents, chattel paper and supporting obligations, as each such term is presently or hereafter defined in the UCC, and all other personal property of any kind or character, now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes, electronic and tangible chattel paper, payment intangibles, documents, trade names, licenses and/or franchise agreements, rights of Mortgagor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Mortgagor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "Personalty"), (5) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including accounts holding security deposits) maintained by Mortgagor with respect to the Mortgaged Property, (6) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "Plans"), (7) all leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "Leases"), (8) all of the rents, revenues, income, proceeds, profits, security and other types of deposits, lease cancellation payments and other benefits paid or payable by parties to the Leases other than Mortgagor for



using, leasing, licensing, possessing, operating from, residing in, selling, terminating the occupancy of or otherwise enjoying the Mortgaged Property (the "Rents"), (9) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "Property Agreements"), (10) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (11) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (12) all insurance policies (regardless of whether required by Mortgagee), unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor, (13) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property, and (14) all of Mortgagor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty. As used in this Deed, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein, whether now or hereafter existing or acquired and wherever located.

TO HAVE AND TO HOLD the above-described properties unto GENERAL ELECTRIC CREDIT EQUITIES, INC.

IN WITNESS WHEREOF, GENERAL ELECTRIC CREDIT EQUITIES, INC., as Mortgagee, has caused these presents to be executed by and through the undersigned auctioneer conducting said sale, both duly authorized on this the 22nd day of June, 2011.

GENERAL ELECTRIC CREDIT EQUITIES, INC.

By: 

Ray A. Carle, Attorney and Auctioneer

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Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in the aforesaid County in said State, hereby certify that Ray A. Carle, whose name as Attorney and Auctioneer for GENERAL ELECTRIC CREDIT EQUITIES, INC., 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, as such Attorney and with full authority, executed the same voluntarily for and as the act of said parties.

Given under my hand and official seal this the 22nd day of June, 2011.

My Commission Expires:

10-2-14

*Camela J. Tudd*  
NOTARY PUBLIC

20110622000606800 5/5  
Bk: LR201105 Pg:5529  
Jefferson County, Alabama  
06/22/2011 02:26:36 PM FCD  
Fee - \$18.00

Total of Fees and Taxes-\$18.00  
HATCHERK

STATE OF ALABAMA - JEFFERSON COUNTY  
I hereby certify that no mortgage tax or deed tax  
has been collected on this instrument.

*Alan L. King* Judge of Probate  
"NO TAX COLLECTED"