


STATE OF ALABAMA

SHELBY COUNTY


20110629000188730 1/5 \$28.00
Shelby Cnty Judge of Probate, AL
06/29/2011 11:13:52 AM FILED/CERT

This Instrument Prepared by:

Martin G. Woosley, Esq.

Martin, Rawson & Woosley, P.C.

#2 Metroplex Drive, Suite 102

Birmingham, Alabama 35209

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, default was made in the payment of the indebtedness secured by that certain Mortgage and Security Agreement dated March 13, 2008, recorded in Instrument No. 20080314000106680, in the Office of the Judge of Probate of Shelby County, Alabama, executed by North Shelby Office Park, LLC, an Alabama limited liability company to Protective Life Insurance Company ("Mortgage"); which said Mortgage has been assigned and transferred to Real Estate Asset Purchase Corporation, a Delaware corporation ("REAPCO" or "Mortgagee" or "Lender"), by instrument recorded in Instrument No. 20110607000166210, in said probate office, the said Mortgage also constituting, *inter alia*, a security agreement and fixture filing under Title 7, Chapter 9 of the Alabama Code (the Alabama Uniform Commercial Code), so that by the terms of the Mortgage, the same became subject to foreclosure; and

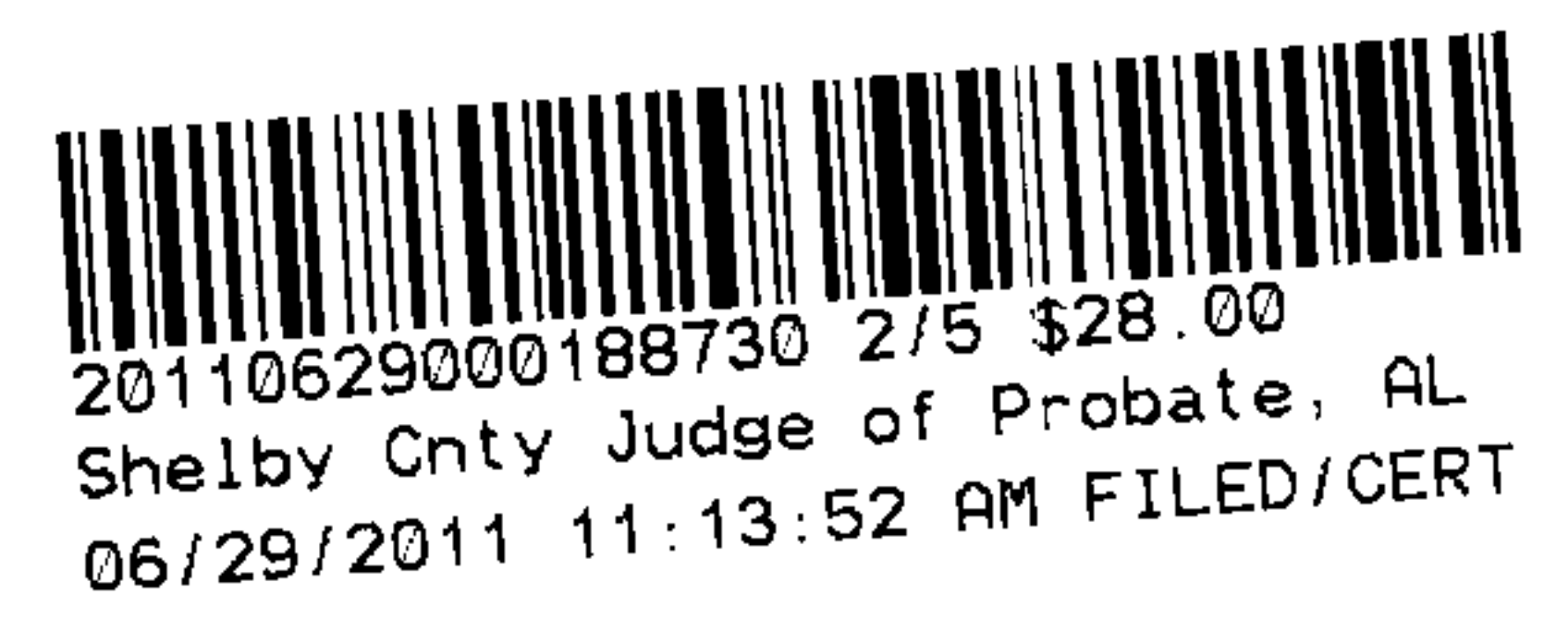
WHEREAS, after such default and acting under the power of sale contained in said Mortgage, Mortgagee caused to be published in THE SHELBY COUNTY REPORTER, a newspaper published in Shelby County, Alabama, a notice setting forth that it would, during the legal hours of sale, on the 29th day of June, 2011, sell the land and property conveyed and secured by said Mortgage (such land and property being referred to as the "property") to the highest bidder for cash at the Courthouse door of Shelby County, Alabama, in the City of Columbiana, Alabama, which notice was published in the issues of said paper on June 8, June 15 and June 22, 2011; and

WHEREAS, on June 29, 2011, the day on which the foreclosure sale was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure sale was duly and properly conducted, and Mortgagee did offer for sale and did sell at public outcry, in front of the courthouse door of Shelby County, Alabama, in the city of Columbiana, Alabama, the property described in Exhibit A attached hereto (the "property"); and

WHEREAS, the highest and best bid for cash obtained for the property described in the Mortgage was the bid of Mortgagee, in the amount of Three Million and Three Hundred Thousand AND NO/100 DOLLARS (\$3,300,000.00), which sum the Lender offered to credit on the indebtedness secured by the Mortgage, which was the highest and best bid therefore, and whereupon the land was sold to Mortgagee; and

WHEREAS, the Mortgage expressly authorized the Mortgagee to bid at the sale and purchase the property, if the highest bidder therefor, and authorized the Mortgagee or Auctioneer or any person conducting said sale for the Mortgagee to execute to the purchaser at the sale a deed to the property so purchased.

NOW, THEREFORE, in consideration of the premises, and of a credit of Three Million Three Hundred Thousand AND NO/100 DOLLARS (\$3,300,000.00), on the indebtedness secured by said Mortgage, the said Mortgagor, acting by and through Mortgagee, by Martin G. Woosley, as said Auctioneer and the person conducting the sale for the Mortgagee, and the said Mortgagee, by Martin G. Woosley, as said Auctioneer and the person conducting the sale for the Lender, and Martin G. Woosley, as said Auctioneer and the person conducting the



sale for Lender, do grant, bargain, sell and convey to Mortgagee, all of the Mortgagor's right, title and interest in and to the property, together with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining.

Together with all of the right, title and interest of debtor in and to fixtures, and personalty described in and secured by the mortgage.


TO HAVE AND TO HOLD to Mortgagee, its successors and assigns, forever, subject to the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, the said Mortgagor has caused this instrument to be executed by Mortgagee by Martin G. Woosley, as Auctioneer and the person conducting the sale for Mortgagee, and in witness whereof Mortgagee has caused this instrument to be executed by Martin G. Woosley, as Auctioneer and the person conducting the sale for the Mortgagee, and in witness whereof the said Martin G. Woosley has executed this instrument in his capacity as such Auctioneer, on this 29th day of June, 2011.

NORTH SHELBY OFFICE PARK, LLC, an
Alabama limited liability company, Mortgagor


By: REAL ESTATE ASSET PURCHASE
CORPORATION, a Delaware corporation,
Mortgagee


By:


Martin G. Woosley, as Auctioneer and as
the person conducting said sale for Real
Estate Asset Purchase Corporation


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Corporation

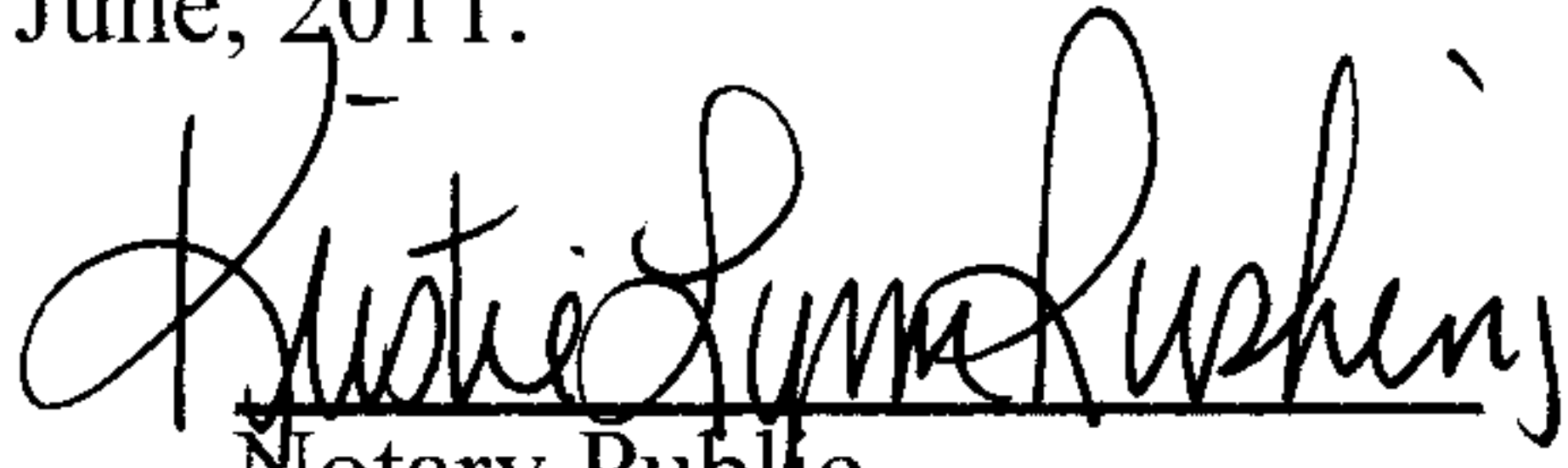
STATE OF ALABAMA)
 :
JEFFERSON COUNTY)


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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Martin G. Woosley, whose name as auctioneer and the person conducting said sale for Real Estate Asset Purchase Corporation and North Shelby Office Park, LLC, is signed to the foregoing instrument, who signed the name of North Shelby Office Park, LLC, and also who signed the name of Real Estate Asset Purchase Corporation to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date, as the action of himself as auctioneer and the person conducting the sale for Real Estate Asset Purchase Corporation, for and as the act of said Real Estate Asset Purchase Corporation, and as actions of North Shelby Office Park, LLC, mortgagor, under the mortgage referred to in the foregoing deed.

Given under my hand and official seal this 29th day of June, 2011.

[NOTARIAL SEAL]


Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: JUNE 10, 2013

EXHIBIT A

A parcel of land situated in the Southwest one-quarter of the Southwest one-quarter of Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said quarter-quarter Section; thence run South 89 degrees 20 minutes 34 seconds East along the South line for a distance of 253.60 feet; thence leaving said South line, run North 07 degrees 43 minutes 19 seconds East for a distance of 461.80 feet to the POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds West for a distance of 476.56 feet; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 241.21 feet; thence run South 00 degrees 00 minutes 00 seconds East for a distance of 112.66 feet; thence run North 89 degrees 38 minutes 14 seconds East for a distance of 143.98 feet; thence run North 34 degrees 06 minutes 04 seconds East for a distance of 63.33 feet to the point of commencement of a non-tangent curve to the right, said curve having a radius of 125.25 feet, a central angle of 45 degrees 18 minutes 06 seconds, a chord bearing of North 56 degrees 04 minutes 18 seconds East for a chord distance of 96.47 feet; thence run along arc of said curve for a distance of 99.03 feet to a point on the Westernmost right of way line of Cahaba Beach Road and a point on a non-tangent curve to the right, said curve having a radius of 992.10 feet, a central angle of 00 degrees 10 minutes 38 seconds, a chord bearing of South 43 degrees 52 minutes 34 seconds East for a chord distance of 3.07 feet; thence run along arc of said curve and along said right of way for a distance of 3.07 feet; thence run South 43 degrees 48 minutes 29 seconds East along said right of way for a distance of 39.82 feet to the point of commencement of a curve to the right, said curve having a radius of 263.50 feet, a central angle of 46 degrees 55 minutes 39 seconds, a chord bearing of South 20 degrees 20 minutes 39 seconds East for a chord distance of 209.83 feet; thence run along arc of said curve and along said right of way for a distance of 215.82 feet; thence run South 03 degrees 07 minutes 10 seconds West along said right of way for a distance of 109.89 feet; thence run South 02 degrees 23 minutes 55 seconds East along said right of way for a distance of 105.49 feet; thence run South 07 degrees 54 minutes 59 seconds East along said right of way for a distance of 28.30 feet; thence leaving said right of way, run South 89 degrees 58 minutes 38 seconds West for a distance of 605.71 feet to the POINT OF BEGINNING.