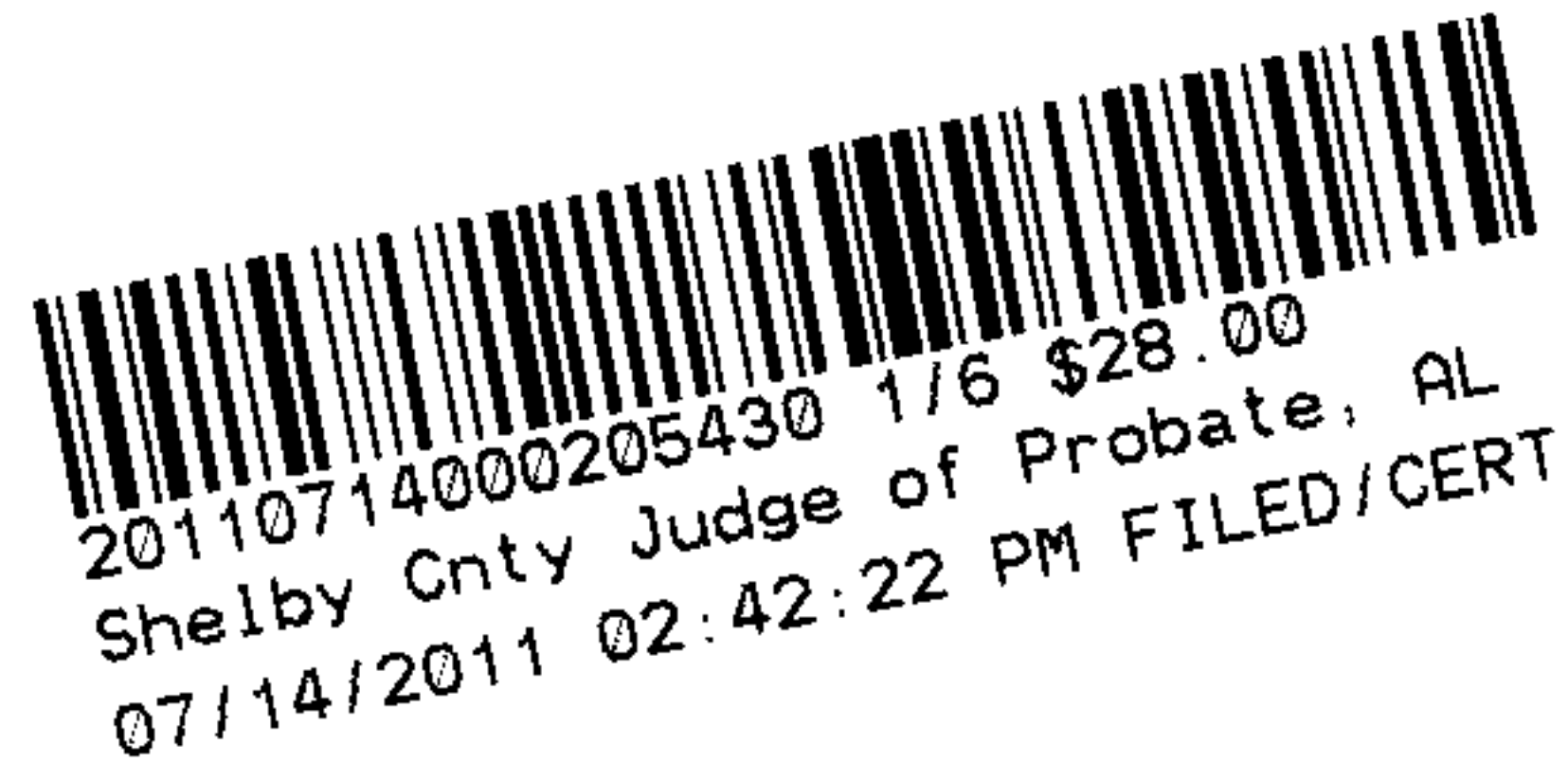


Prepared by:
Scott LoFranco, Esq.
McCalla Raymer, LLC
Six Concourse Parkway, Suite 2800
Atlanta, Georgia 30328
(678) 281-6500



Cross Reference: Mortgage, dated as of September 25, 2007, executed by Wisteria Development Company, LLC, an Alabama limited liability company, in favor of Regions Bank, an Alabama banking corporation, recorded on October 18, 2007, in Instrument Number 20071018000484820, in the Office of the Judge of Probate of Shelby County, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That:

THIS INDENTURE, made this 8th day of June, 2011, by Wisteria Development Company, LLC, an Alabama limited liability company (hereinafter collectively referred to as "Borrower," "Grantor," and/or "Debtor"), acting through its duly appointed attorney-in-fact, Regions Bank, an Alabama banking corporation (hereinafter referred to as "Lender"), as party of the first part, and Regions Bank, an Alabama banking corporation ("Regions Bank"), as party of the second part:

WITNESSETH:

WHEREAS, heretofore, on the 25th day of September, 2007, to wit, Borrower, did execute and deliver that certain Mortgage, on property hereinafter described to Lender, in Instrument Number 20071018000484820, in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), conveying the after-described property to secure the original Note for Business and Commercial Loans, dated as of September 25, 2007 whereupon described therein, Borrower, obtained a loan in the original principal amount of ONE MILLION EIGHT THOUSAND AND NO/100 DOLLARS (\$1,008,000.00) (the "Original Note"), as extended by that certain Extension Agreement, dated as of April 29, 2009, executed by and between Borrower and Regions Bank (the "First Extension"); as extended by that certain Extension Agreement, dated as of October 1, 2009, executed by and between Borrower and Regions Bank (the "Second Extension"), as extended by that certain Extension Agreement, dated as of December 23, 2009, executed by and between Borrower and Regions Bank (the "Third Extension"); as amended and modified by that certain \$672,000.00 Note for Business and Commercial Loans, dated as of March 23, 2010, executed by Borrower, in favor of Regions Bank (the "First Modified Note"); as amended and modified by that certain \$660,929.58 Note for Business and Commercial Loans, executed by Borrower, in favor of Regions Bank (the "Second Modified Note") (the Original Note as amended and modified by that certain First Extension, Second Extension, Third Extension, First Modified Note and Second Modified Note are collectively referred to as the "Note") (together with the Mortgage, hereinafter collectively, the "Loan Documents," the Loan Documents comprising the "Loan"); and

WHEREAS, among other defaults, default in the payment of the required installments under the Note occurred, and whereas, by reason of said default, Lender elected to, pursuant to the terms of the Loan Documents, declare the entire unpaid principal balance and interest thereon immediately due and payable; and

WHEREAS, said indebtedness still being in default, Lender on behalf of and as attorney-in-fact for Borrower and according to the terms of the Loan Documents, did declare all of the indebtedness secured by said Mortgage due and payable and did give due and proper notice of the foreclosure of said Mortgage, in accordance with the terms thereof, via UPS Overnight Delivery and publication in Shelby County Reporter, a newspaper of general interest and circulation published in Shelby County, Alabama, in its issues of May 18, 2011, May 25, 2011 and June 1, 2011; and

WHEREAS, on June 8, 2011, the day on which the foreclosure sale was due to be held under the terms of said notice, at 1:55 o'clock p.m. C.S.T., between the legal hours of sale, said foreclosure sale was duly and properly conducted, and Lender did offer for sale and did sell at public outcry, in front of the main entrance of the courthouse door of the Shelby County, Alabama Courthouse in the City of Columbiana, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid for cash obtained for the property described in the aforementioned Mortgage was the bid of the party of the second part, in the amount of ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00), which sum the said Lender offered to credit on the indebtedness secured by said Mortgage, and the property described hereinbelow was thereupon sold to the party of the second part; and

WHEREAS, said Mortgage expressly authorized Lender to bid at the sale and purchase the property hereinafter described, if the highest bidder thereto, and authorize the Lender, Auctioneer, or any person conducting said sale for the Lender to execute to the purchaser at said sale a deed to the property hereinafter described so purchased;

NOW THEREFORE, in consideration of the premises and the credit of ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00), cash, on the indebtedness secured by said Mortgage by virtue of and in the exercise of the power of sale contained in said Mortgage, the party of the first part, acting by and through Lender, by Fran Clark, as auctioneer and the person conducting said sale for the Lender, does hereby grant, bargain, sell and convey unto the party of the second part, said party's representatives, successors and assigns, the following described property situated in Shelby County, Alabama (hereinafter collectively called the "Property"), to wit:

- A. Lots 5, 7, 9, 10, 15, 16, 17, 18, 19, 22, 24, 25, 26, 27, 28 and 29, according to the Survey of Wisteria, as recorded in Map Book 39, Page 23 in the Probate Office Shelby County, Alabama;
- B. TOGETHER WITH, the Real Estate (as that term is defined in the Mortgage, hereinafter the "Real Estate"), less and except those lots previously released by Regions Bank;
- C. TOGETHER WITH, all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Borrower, so long as the Borrower is not in

default under the Mortgage, the right to receive and retain such rents, profits, issues and revenues;

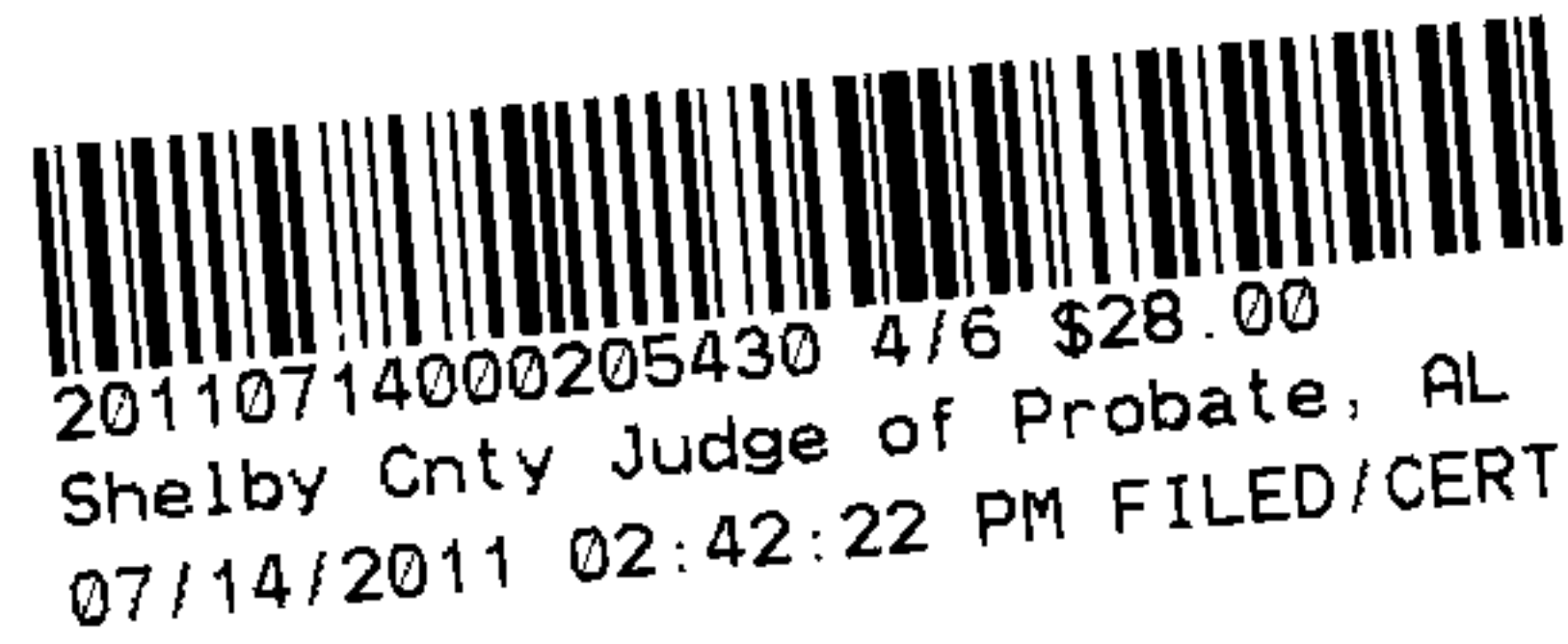
- D. TOGETHER WITH, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings of the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain.

The debt secured by said Mortgage has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Loan Documents. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Loan Documents and by law, including attorney's fees and costs.

The Property will be sold subject to the following items, which would affect the legal title to the Property:

1. All taxes, assessments and outstanding bills for public utilities, including those which are a lien not yet due and payable.
2. Law and regulations of governmental authorities applicable to the Property including, without limitation, zoning ordinances.
3. Any other matters which might be disclosed by an accurate survey and inspection of the Property.
4. Rights of upper and lower riparian owners in and to the waters of creeks and branches, crossing or adjoining the Property, and the natural flow thereof, free from diminution or pollution.
5. Rights of tenants in possession, as tenants, only, under unrecorded leases.
6. Any prior reservation or conveyance of minerals or every kind and character including, but not limited to, oil, gas, sand and gravel, in, on and under the Property.
7. Any lien, right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Encroachments, variation in area or in measurements, boundary line disputes, roadways and matters not of record, including lack of access, which would be disclosed by accurate survey and inspection of the Property.
9. Easements or other uses of the Property not visible from the surface, or easements or claims of easements not shown by the public records.
10. Rights or claims of parties in possession not shown by public records.
11. Taxes and assessments for the tax year 2011 and subsequent years not yet due and

payable.



12. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-005.000.
13. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-007.000.
14. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-009.000.
15. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-010.000.
16. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-015.000.
17. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-016.000.
18. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-017.000.
19. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-018.000.
20. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-022.000.
21. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-024.000.
22. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-025.000.
23. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-026.000.
24. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-027.000.
25. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-028.000.
26. The 2010 taxes due March 17, 2011 in the amount of \$501.78, Parcel No. 23-6-11-1-003-029.000.
27. Matters shown on plat recorded in Plat Book 36, Page 23, aforesaid records.

28. Declaration of Covenants, Conditions and Restrictions for Wisteria, a Residential Subdivision, by The Danville Group, L.L.C., dated September 19, 2007, filed September 20, 2007, at Instrument No. 20070920000441100, aforesaid records; as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Wisteria, a Residential Subdivision, dated September 20, 2007, filed April 29, 2008, at Instrument No. 20080429000173720, aforesaid records.
29. Right-of-Way Deed from Nannie L. McBride and her husband, W.A. McBride, to Southern Natural Gas Corporation, dated July 22, 1929, at Book 90, Page 62, aforesaid.
30. Condemnation Application for Right-of-Way by Shelby County, a Body Corporate, dated August 5, 1961, at Book 24, Page 458, aforesaid records. Note: Lis Pendens filed in connection with said application.
31. Lis Pendens filed by Alabama Power Company, a corporation, dated as of November 10, 1981 and recorded on November 10, 1981 at Lis Pendens Book 6, Page 306, aforesaid records.
32. Grant of Land Easement and Restrictive Covenants for Underground Facilities in Subdivision, by The Danville Group, L.L.C. to Alabama Power Company, filed October 30, 2007, at Instrument No. 20071030000500600, aforesaid records.
33. Building line as shown by recorded map.
34. Easement as shown by recorded map.
35. Restrictions appearing of record in Real Property Book 142, Page 243, in aforesaid records.
36. Transmission line permit to Alabama Power Company, recorded in Deed Book 124, Page 557, in aforesaid records.
37. Statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.
38. Any other assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, rights-of-way and matters of record superior to the Mortgage first set out above.

TO HAVE AND HOLD the above-described Property, and every part thereof unto the said party of the second part, and said party's representatives, successors and assigns, to their own proper use, benefit and behoof FOREVER IN FEE SIMPLE, in as full and ample a manner as the party of the first part or said party's representatives, successors and assigns, did hold and enjoy the same.

IN WITNESS WHEREOF, the said Grantor, by the said Lender, has caused this instrument to be executed by and through Fran Clark, as auctioneer and the person conducting said sale for the Lender, and as Attorney-in-fact for each of said parties, and in witness whereof said Fran Clark has executed this instrument in his capacity as such auctioneer conducting said sale causing these presents to be executed on this the 12th day of July, 2011.

[Signatures on next page]

**Wisteria Development Company, LLC, an Alabama
limited liability company, Grantor**

By: Regions Bank, an Alabama banking corporation,
Lender, as attorney-in-fact for Grantor

By: Fran Clark
Fran Clark, as Auctioneer and the person conducting said
sale for Lender

**Regions Bank, an Alabama banking corporation,
Lender**

By: Fran Clark
Fran Clark, as Auctioneer and the person conducting said
sale for Lender

Fran Clark, Auctioneer

By: Fran Clark
Fran Clark, as Auctioneer and the person conducting said
sale for Lender

STATE OF ALABAMA
COUNTY OF

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Fran Clark, whose name as Auctioneer and the person conducting said sale for Lender, 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 Auctioneer and the person conducting said sale for the Lender, and with full authority executed this instrument voluntarily on the day that bears the same date.

Given under my hand and official seal this 12th day of July, 2011.

Melody Bates
NOTARY PUBLIC

My Commission Expires: **MY COMMISSION EXPIRES 07-27-2011**



GRANTEE'S ADDRESS:

Regions Bank
Asset Management – Mail Code: ALBH10902B
1900 5th Avenue North, RC-9th Floor
Birmingham, AL 35203



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Shelby Cnty Judge of Probate, AL
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