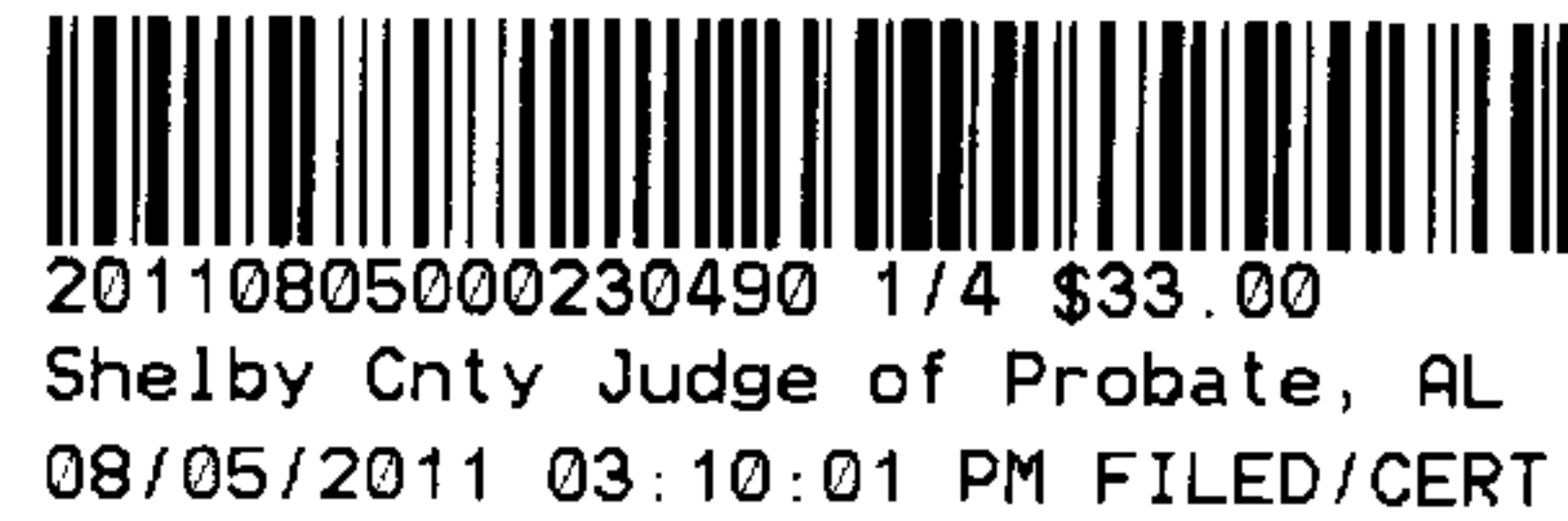


This Instrument Prepared by:  
Timothy D. Davis, Esq.  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35203  
(205) 930-5132



**MORTGAGE FORECLOSURE DEED**

STATE OF ALABAMA        )  
                                     :  
SHELBY COUNTY            )

KNOW ALL MEN BY THESE PRESENTS: That Polo Farms Investments, LLC, an Alabama limited liability company ("Mortgagor") did on, to-wit, May 15, 2006, execute a Future Advance Mortgage Assignment of Rents and Leases and Security Agreement (as amended and assigned as hereinafter provided, the "Mortgage") in favor of New South Federal Savings Bank, a federally chartered savings bank (the "Original Mortgagee"), which instrument was filed for record on May 22, 2006, in Document No. 20060522000241570 in the Office of the Judge of Probate of Shelby County, Alabama (the "Recording Office"), and was thereafter amended by that certain Amendment to Future Advance Mortgage Assignment of Rents and Leases and Security Agreement dated as of November 1, 2008, and filed for record in the Recording Office on July 13, 2010, in Document No. 20100713000221740 and re-recorded on September 1, 2010, in Document No. 20100901000282400, and the Original Mortgagee's interest in the Mortgage having been transferred and assigned by Federal Deposit Insurance Corporation as Receiver for New South Federal Savings Bank, to Beal Bank by Assignment dated June 28, 2010, and filed for record in the Recording Office on July 13, 2010, in Document No. 20100713000221750, and having been further transferred and assigned by Beal Bank to Property Acceptance Corp., by Assignment dated June 28, 2010, and filed for record in the Recording Office on July 13, 2010, in Document No. 20100713000221760, as corrected by Correction Notice and Restated Assignment dated June 28, 2011, and filed for record in the Recording Office on July 5, 2011, in Document No. 20110705000194040, and having been further transferred and assigned by Property Acceptance Corp. to LPP Mortgage Ltd., a Texas limited partnership ("LPP Mortgage Ltd." or the "Mortgagee") by Assignment dated June 28, 2010, and filed for record in the Recording Office on July 13, 2010, in Document No. 20100713000221770, as corrected by Correction Notice and Restated Assignment dated June 28, 2011, and filed for record in the Recording Office on July 5, 2011, in Document No. 20110705000194060; and

WHEREAS, default was made in the payment of the indebtedness secured by said Mortgage and said Mortgagee 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, by publication in the *Shelby County Reporter*, a newspaper published in Shelby County, Alabama, in its issues of July 13, 2011, July 20, 2011, and July 27, 2011; and

WHEREAS, on August 5, 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 main entrance 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 Mortgagee in the amount of Seven Hundred Fifty Thousand



and No/100 Dollars (\$750,000.00), which sum the said Mortgagee offered to credit on the indebtedness secured by said Mortgage, and said property was thereupon sold to the said Mortgagee; and

WHEREAS, said Mortgage expressly authorized the Mortgagee to bid at the sale and purchase said 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 said sale a deed to the property purchased.

NOW, THEREFORE, in consideration of the premises and a credit of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) on the indebtedness secured by said Mortgage, the said Mortgagee, acting by and through Crystal H. Holmes, as Auctioneer and the person conducting the said sale for the Mortgagee or Transferee of Mortgagee, does hereby grant, bargain, sell and convey unto LPP Mortgage Ltd., a Texas limited partnership, the following described real estate situated in Shelby County, Alabama, to-wit:

PARCEL I:

Commence at the Southeast corner of the SW 1/4 of the SE 1/4 of Section 6, Township 22 South, Range 2 West; thence North 04 deg. 49 min. 51 sec. West and along the East line of said 1/4 – 1/4 a distance of 1369.60 feet to the point of beginning of the parcel herein described; thence North 04 deg. 49 min. 51 sec. West a distance of 998.87 feet; thence South 87 deg. 46 min. 51 sec. West a distance of 295.16 feet; thence North 04 deg. 49 min. 46 sec. West a distance of 295.16 feet to the south right of way line of Shelby County Highway #22 (80' ROW); thence South 87 deg. 46 min. 50 sec. West and along said south right of way a distance of 448.83 feet; thence South 00 deg. 04 min. 10 sec. East a distance of 912.13 feet; thence South 89 deg. 51 min. 43 sec. West a distance of 48.00 feet; thence South 06 deg. 42 min. 00 sec. East a distance of 471.37 feet; thence South 06 deg. 40 min. 28 sec. East a distance of 564.75 feet to the Northwesternly boundary line of Sunnydale Estates 1st and 2nd Sectors as recorded in Map Book 7 page 75 in the Office of the Judge of Probate of Shelby County, Alabama; thence North 32 deg. 20 min. 05 sec. East and along said northwesterly boundary a distance of 397.59 feet; thence North 47 deg. 30 min. 50 sec. East a distance of 531.33 feet; thence North 83 deg. 32 min. 53 sec. East a distance of 146.42 feet; thence South 05 deg. 53 min. 33 sec. East along the East line of said Sunnydale Estates 1st and 2nd Sectors a distance of 31.94 feet to the North line of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 22 South, Range 2 West; thence North 87 deg. 56 min. 14 sec. East and along the North line of said 1/4 – 1/4 a distance of 25.44 feet to the East line of the Northwest 1/4 of the Southeast 1/4 of said section which is the point of beginning.

PARCEL II:

A parcel of land situated in the Southeast Quarter of Section 6, Township 22 South, Range 2 West, in Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 6, Township 22 South, Range 2 West; thence North 04 degrees 49 minutes 51 seconds West and along the East line of said Quarter-Quarter a distance of 1369.60 feet; thence North 04 degrees 49 minutes 51 seconds West a distance of 998.87 feet; thence South 87 degrees 46 minutes 51 seconds West a distance of 295.16 feet; thence North 04 degrees 49 minutes 46 seconds West a distance of 295.16 feet to the South right-of-way



line of Shelby County Highway No. 22 (80' right-of-way); thence South 87 degrees 46 minutes 50 seconds West and along said south right-of-way a distance of 448.83 feet to the point of beginning of the parcel herein described; thence continue along the last described course a distance of 201.01 feet to the beginning of a curve to the left having a radius of 568.54 feet, a Delta of 47 degrees 27 minutes 17 seconds; thence continue along the arc of said curve a distance of 470.89 feet subtended by a chord which bears South 74 degrees 17 minutes 49 seconds West a distance of 505.07 feet to the East line of a 50-foot Ingress and Egress Easement as recorded in Deed Book 262, Page 125, in the Office of the Judge of Probate of Shelby County, Alabama; thence leaving said right-of-way on a bearing of South 06 degrees 29 minutes 24 seconds East and along East line of said easement a distance of 773.76 feet; thence North 89 degrees 51 minutes 43 seconds East a distance of 552.71 feet; thence continue along the last described course a distance of 48.00 feet; thence North 00 degrees 04 minutes 10 seconds West a distance of 912.13 feet to the point of beginning.

PARCEL III:

A parcel of land situated in the NW 1/4 of the SE 1/4 of Section 6, Township 22 South, Range 2 West in Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of the SW 1/4 of the SE 1/4 of Section 6, Township 22 South, Range 2 West, Shelby County, Alabama; thence S 88° 45' 58" W, a distance of 470.10 feet; thence N 0° 9' 2" W a distance of 621.66 feet; thence N 83° 58' 31" E, a distance of 975.81 feet; thence N 06° 39' 11" W, a distance of 925.93 feet to the point of beginning; thence N 06° 42' 00" W, a distance of 110.10 feet; thence S 89° 51' 43" W, a distance of 552.58 feet; thence S 17° 52' 13" E, a distance of 67.92 feet; thence S 65° 31' 59" E, a distance of 34.73 feet; thence N 89° 51' 04" E, a distance of 84.63 feet; thence N 87° 51' 49" E, a distance of 155.82 feet; thence N 88° 47' 18" E, a distance of 132.75 feet; thence S 82° 13' 47" E a distance of 59.99 feet; thence S 69° 43' 50" E, a distance of 85.77 feet to the point of beginning.

Together with all rights, privileges, easements, tenements, interests, improvements, and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises herein described.

TO HAVE AND TO HOLD the above-described property unto the said LPP Mortgage Ltd., its successors and assigns, forever; subject, however to any and all prior liens and encumbrances, the rights of way, easements and restrictions of record in the Office of the Judge of Probate of Shelby County, Alabama, existing assessments, the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, and any taxes which may be due.

IN WITNESS WHEREOF, the said Mortgagee has caused this instrument to be executed by Crystal H. Holmes, as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and in witness whereof the said Crystal H. Holmes has executed this instrument in her capacity as such Auctioneer on the 5th day of August, 2011.

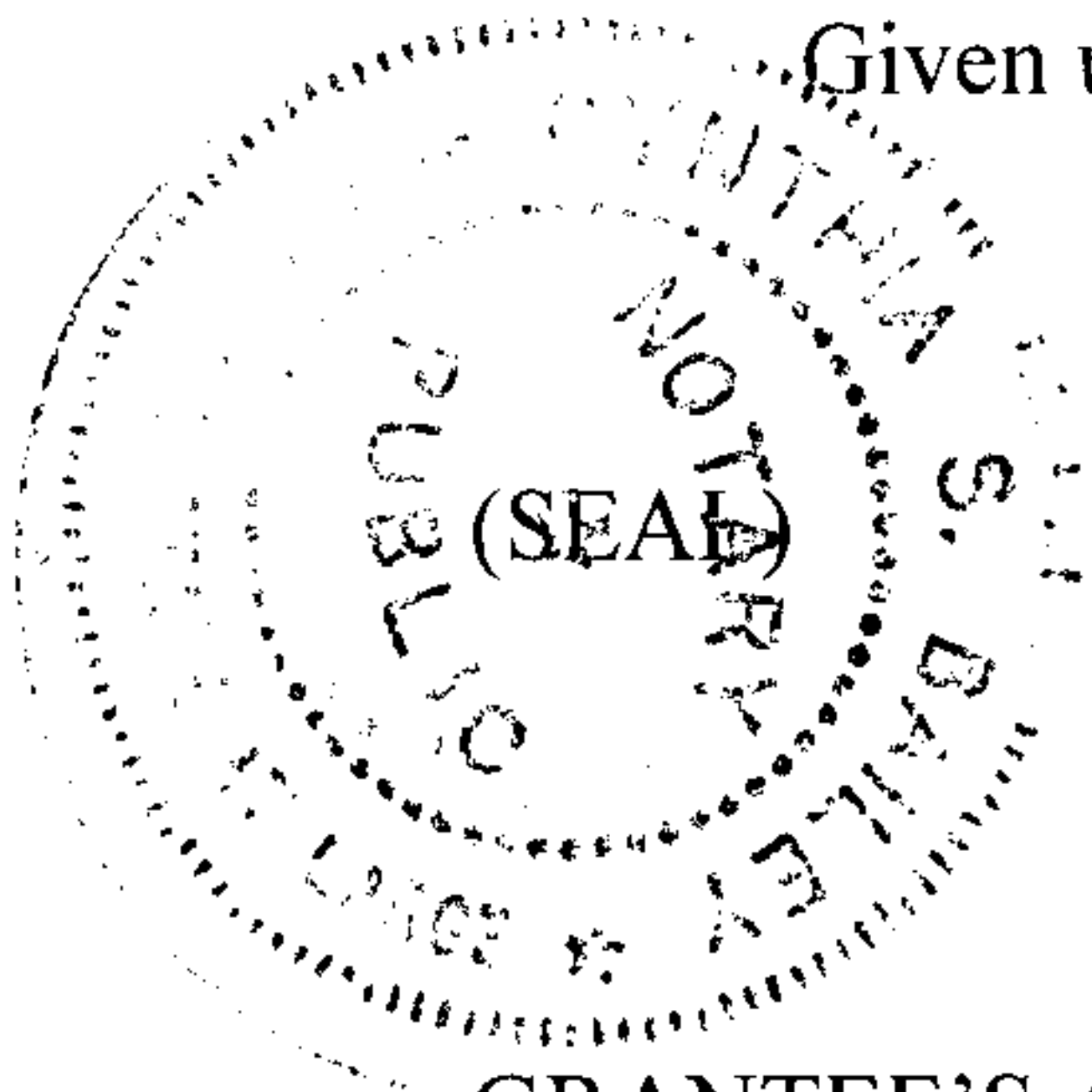
LPP MORTGAGE LTD.  
Mortgagee or Transferee of Mortgagee

By: *Crystal H. Holmes*  
Crystal H. Holmes, as Auctioneer and the person  
conducting said sale for the Mortgagee or Transferee of  
Mortgagee

STATE OF ALABAMA       )  
                                      :  
COUNTY OF JEFFERSON    )

I, Cynthia S. Bailey, a Notary Public in and for said State and County, hereby certify that Crystal H. Holmes, whose name as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, 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, she, in her capacity as such Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and with full authority, executed said conveyance voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of August, 2011.



*Cynthia S. Bailey*  
NOTARY PUBLIC  
My Commission Expires: MY COMMISSION EXPIRES JANUARY 24, 2012

GRANTEE'S ADDRESS:  
7195 Dallas Parkway  
Plano, Texas 75024