

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW
POST OFFICE BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA

MORTGAGE FORECLOSURE DEED

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that, WHEREAS, on or about the 21st day of August, 2006, **JAMES R. PAYTON**, a single man, executed a mortgage conveying the real estate hereinafter described in Shelby County, Alabama, to **GEORGE H. SCHRADER**, as Mortgagee, which said mortgage was recorded on August 30, 2006, in Instrument #20060830000427750, in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as "said mortgage" or words to that effect), which said mortgage and the indebtedness secured thereby is and was as of the date upon which this foreclosure proceeding was instituted, and is and was as of the date upon which this foreclosure deed was executed, the sole property of said Mortgagee; and

WHEREAS, in and by said mortgage said Mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured according to the terms thereof, to sell said real estate in front of the Court-house door in the City of Columbiana, Shelby County, Alabama, after giving twenty-one days notice of the time, place, and terms, of said sale, by publication once a week for three consecutive weeks prior to said sale in some newspaper published in Shelby County, Alabama, such sale to be at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in the same the Mortgagee or any person conducting said sale for the Mortgagee might bid at the same and purchase said property if the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and such default continuing, the said Mortgagee did give due and proper notice of the foreclosure of said mortgage by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of September 28, October 5, and October 12, 2011; and

WHEREAS, on October 24, 2011, at approximately 12:00 o'clock noon, being the day and approximate time on which the foreclosure sale was scheduled to be held under the terms of said notice between the legal hours of sale, said foreclosure was duly and properly conducted and said Mortgagee did, in strict compliance with the power of sale contained in said mortgage, offer for sale at public outcry to the highest bidder for cash in front of the Shelby County Courthouse front door in the City of Columbiana, Shelby County, Alabama, the real estate hereinafter described and against which said Mortgagee held a first mortgage lien; and

WHEREAS, the undersigned, Mike T. Atchison, was the auctioneer, agent and attorney-in-fact who conducted said foreclosure sale and was the person conducting said sale for the said **GEORGE H. SCHRADER**; and

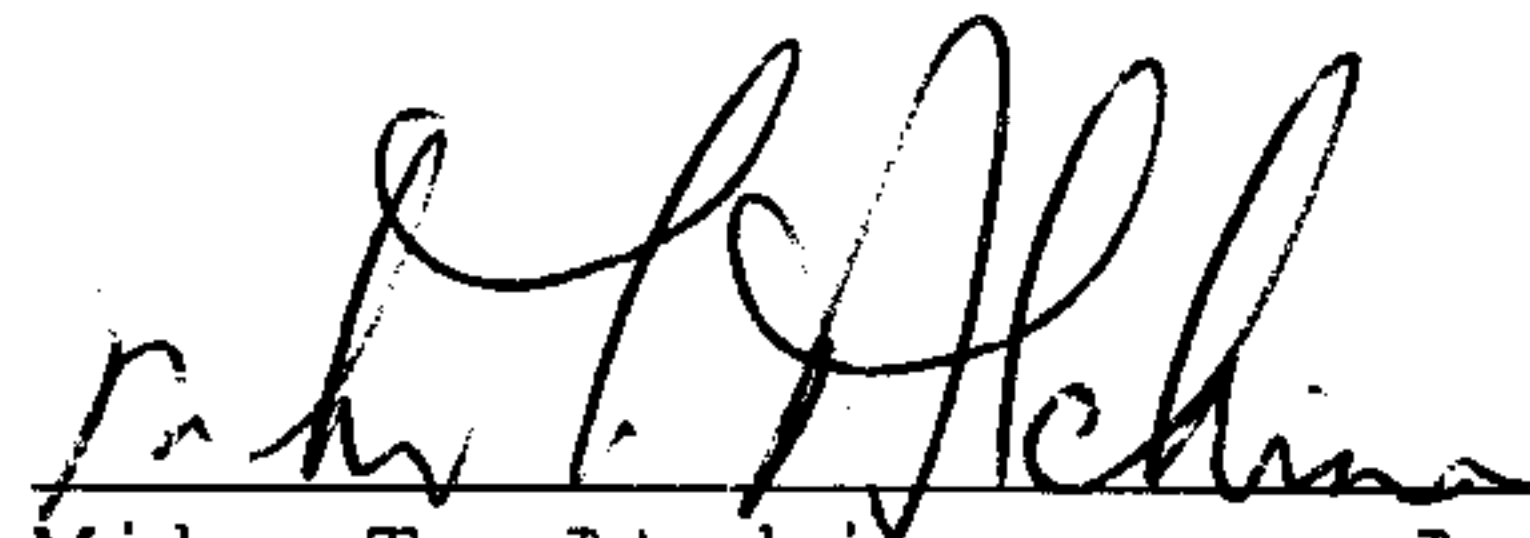
WHEREAS, the last, highest and best bid for said real estate described in said mortgage was the bid of **GEORGE H. SCHRADER**, in the amount of One Hundred Eighty-Seven Thousand, Thirteen and 86/100 Dollars, (\$187,013.86) which sum of money was offered as credit toward a portion of the indebtedness secured by said mortgage, and said real estate was thereupon sold to **GEORGE H. SCHRADER**.

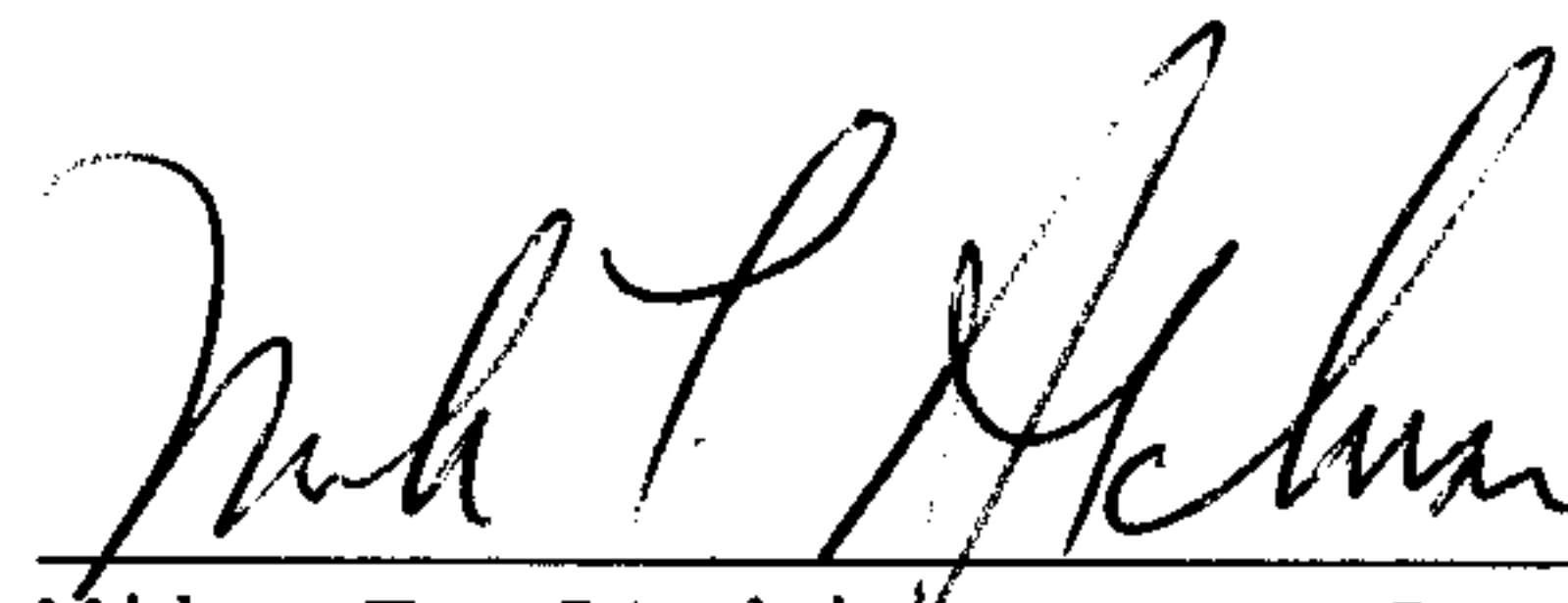
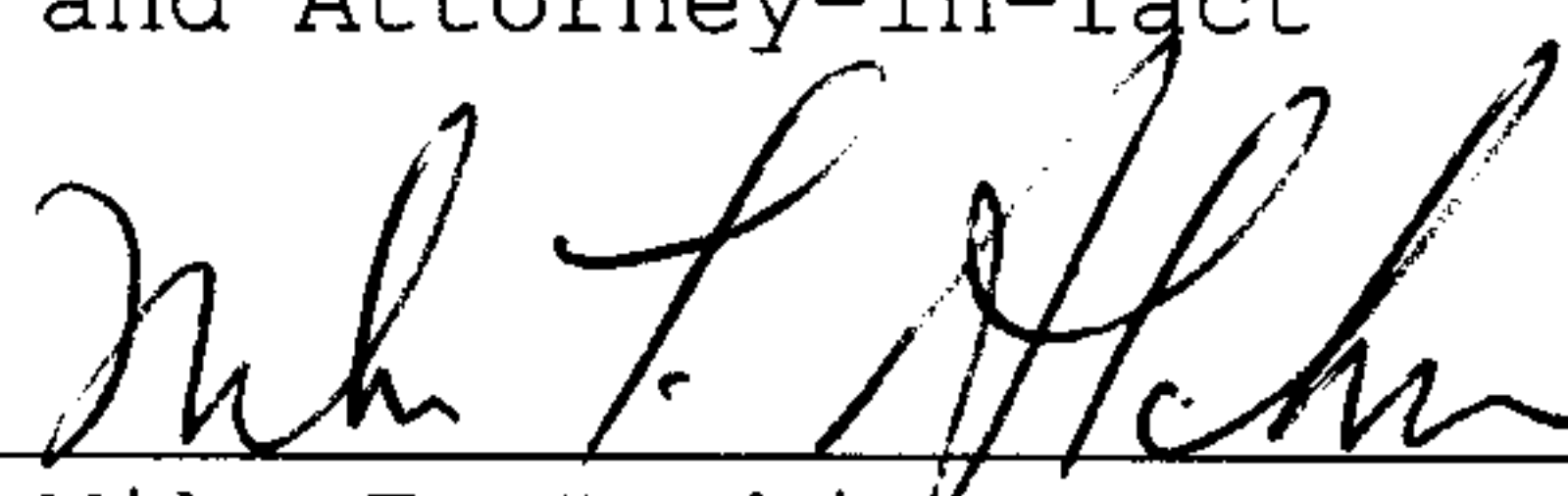
NOW THEREFORE, in consideration of the premises and a credit in the amount of One Hundred Eighty-Seven Thousand, Thirteen and 86/100 Dollars (\$187,013.86) toward a portion of the indebtedness secured by said mortgage, the said George H. Schrader, acting by and through Mike T. Atchison, as auctioneer conducting said sale and as attorney-in-fact for George H. Schrader and for James R. Payton, respectively, and by and through Mike T. Atchison, as auctioneer conducting said sale, does hereby grant, bargain, sell and convey unto the said **GEORGE H. SCHRADER**, the following described real estate situated in Shelby County, Alabama, together with all improvements thereon and appurtenances thereto, to-wit:

Commence at the Northeast corner of the NW ¼ of the NW ¼ of Section 28, Township 24 North, Range 15 East, Shelby County, Alabama, said point being the point of beginning of this Parcel 4; thence run Southerly along the East line of said ¼ - ¼ Section for 125.0 feet to a point; thence turn an angle of 62 degrees 12 minutes right and run Southwesterly for 1, 197.81 feet to a point on the edge of the water at the 397 foot contour line; thence run Northwesterly along the waters edge and the 397 foot contour line to the West line of Section 28; thence run Northerly along the said West line of Section 28 to a point on the waters edge at the 397 foot contour line; thence run along the said 397 foot contour line Northeasterly and thence Westerly to an Alabama Power Company concrete monument on the West line of said Section 28; thence run Northerly along said West line of said Section 28 for 60.0 feet to the Northwest corner of said Section 28; thence continue Northerly along the West line of Section 21 for 260.07 feet to a point; thence turn an angle of 84 degrees 12 minutes 52 seconds right and run Easterly 684.31 feet to a point; thence 7 degrees 42 minutes right and run Easterly 648.18 feet to a point on the East line of the SW ¼ of the SW ¼ of Section 21; thence 87 degrees 19 minutes 49 seconds right and run Southerly along said East line of said ¼ - ¼ Section for 292.82 feet to the point of beginning.
LESS AND EXCEPT those portions previously conveyed by deeds recorded in Real Record 245, Page 181; Instrument #1997-23007; and Instrument #20051028000562240, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the above described real estate unto the said **GEORGE H. SCHRADER**, his successors and assigns forever, together with the hereditaments and appurtenances thereto belonging; subject, however, to the statutory right-of-redemption from said foreclosure sale on the part of those entitled to redeem, as provided by the laws of Alabama, and to all easements, restrictions and rights-of-way of record.

IN WITNESS WHEREOF, the said **JAMES R. PAYTON** and **GEORGE H. SCHRADER** have caused this instrument to be executed by and through Mike T. Atchison, acting as auctioneer conducting said sale and as attorney-in-fact for all parties separately, and Mike T. Atchison, as auctioneer conducting said sale and as attorney-in-fact for each of said parties, has hereto set his hand and seal on this the 24th day of October, 2011.



Mike T. Atchison, as Auctioneer
and Attorney-in-fact


Mike T. Atchison, as Auctioneer
and Attorney-in-fact

Mike T. Atchison, as Auctioneer
conducting said sale

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mike T. Atchison, whose name as Auctioneer is signed to the foregoing conveyance, and who signed the names of James R. Payton to the above conveyance, and also signed the name of George H. Schrader 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 executed the same voluntarily on the day the same bears date, as the action of himself as Auctioneer and the person conducting said foreclosure sale for the said Mortgagee, with full authority, for and as the act of said Mortgagee, and for and as the act of James R. Payton, in the mortgage referred to in the foregoing deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, on this the 24th day of October, 2011.


Notary Public

My commission expires: 10/16/2012

