


This Instrument Prepared by:
Timothy D. Davis, Esq.
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Shelby Cnty Judge of Probate, AL
01/06/2012 03:03:42 PM FILED/CERT

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
 :
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That The Bryant Group, L.L.C., an Alabama limited liability company ("Mortgagor") did on, to-wit, October 16, 2006, execute a Mortgage and Security Agreement, in favor of Frontier Bank, a Georgia banking corporation ("Frontier Bank" or "Mortgagee"), dated October 15, 2006, which instrument was filed for record on October 17, 2006, in Document No. 20061017000514210 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); 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 December 14, 2011, December 21, 2011, and December 28, 2011; and

WHEREAS, on January 6, 2012, 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 One Hundred Thirty-One Thousand Eighty and No/100 Dollars (\$131,080.00), 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 One Hundred Thirty-One Thousand Eighty and No/100 Dollars (\$131,080.00) on the indebtedness secured by said Mortgage, the said Mortgagee, acting by and through Cheryl H. Oswalt, as Auctioneer and the person conducting the said sale for the Mortgagee or Transferee of Mortgagee, does hereby grant, bargain, sell and convey unto Frontier Bank, a Georgia banking corporation, all of Mortgagee's right, title and interest in and to the following described real estate situated in Shelby County, Alabama, to-wit:

A Parcel of Land Situated in the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 19 South, Range 1 West, Shelby County, Alabama. Being more particularly described as follows:

Beginning at a 1 inch pipe an the Northwest Corner of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 19 South, Range 1 West, Shelby County, Alabama; thence North 00 degrees 21 minutes 47 seconds West a distance of 105.24 feet to a point on the South line of a public road; thence South 35 degrees 19 minutes 48 seconds East a distance of 22.99 feet to a point on the South line of a public road; thence South 56 degrees 38 minutes 11 seconds East a distance of 96.04 feet to a point on the South line of a public road; thence North 87 degrees 09 minutes 20 seconds East a distance of 70.74 feet to a point on the South line of a public road; thence 88 degrees 21 minutes 20 seconds East a distance of 66.20 feet to a point on the South line of a public road; thence North 89 degrees 41 minutes 58 seconds East a distance of 55.01 feet to a point on the South line of a public road; thence South 89 degrees 7 minutes 56 seconds East a distance of 110.69 feet to a point on the South line of a public road; thence South 86 degrees 59 minutes 20 seconds East a distance of 110.48 feet to a point on the South line of a public road; thence South 89 degrees 14 minutes 29 seconds East a distance of 349.71 feet to a point on the South line of a public road; thence North 87 degrees 00 minutes 3 seconds East a distance of 48.75 feet to a point on the South line of a public road; thence North 84 degrees 51 minutes 25 seconds East a distance of 90.82 feet to a point on the South line of a public road; thence South 88 degrees 44 minutes 38 seconds East a distance of 109.13 feet to a point on the South line of a public road; thence North 84 degrees 38 minutes 27 seconds East a distance of 51.31 feet to a point on the South line of a public road; thence South 75 degrees 14 minutes 45 seconds East a distance of 75.75 feet to a point on the South line of a public road; thence South 68 degrees 18 minutes 27 seconds East a distance of 23.03 feet to a point on the South line of a public road; thence South 88 degrees 35 minutes 49 seconds West a distance of 372.58 feet 3/4 inch pipe; thence South 02 degrees 54 minutes 34 seconds East a distance of 464.73 feet to 3/4 inch pipe; thence South 00 degrees 10 minutes 45 seconds West a distance of 862.59 feet to a capped iron; thence South 89 degrees 14 minutes 12 seconds West a distance of 876.95 feet to a T-Bar; thence North 00 degrees 53 minutes 47 seconds West a distance of 1335.14 feet to 1 inch pipe and to the point and place of beginning.

Situated in Shelby County, Alabama.

LESS AND EXCEPT the following:

Commence at the southwest corner of the northwest quarter of the northwest quarter of Section 12, Township 19 south, Range 1 west, Shelby County, Alabama and run thence N 00 degrees 21 minutes 47 seconds W along the west line of said quarter-quarter a distance of 105.24 feet to a corner on the southerly margin of a unnamed public dirt road; Thence run along the southerly margin of said dirt road the following eight (8) calls:

S 35 degrees 19 minutes 48 seconds E - 22.99 feet
S 56 degrees 38 minutes 11 seconds E - 96.04 feet
N 87 degrees 09 minutes 20 seconds E - 70.74 feet
N 88 degrees 21 minutes 20 seconds E - 66.20 feet
N 89 degrees 41 minutes 58 seconds E - 55.01 feet
S 89 degrees 07 minutes 56 seconds E - 110.69 feet
S 86 degrees 59 minutes 20 seconds E - 42.68 feet
S 86 degrees 59 minutes 20 seconds E - 67.80 feet
S 89 degrees 14 minutes 29 seconds E - 349.71 feet
N 87 degrees 00 minutes 03 seconds E - 48.75 feet
N 84 degrees 51 minutes 25 seconds E - 90.82 feet
S 88 degrees 44 minutes 38 seconds E - 109.13 feet
N 84 degrees 38 minutes 27 seconds E - 51.31 feet
S 75 degrees 14 minutes 45 seconds E - 75.75 feet

S 68 degrees 18 minutes 57 seconds E - 23.03 feet to a steel corner; Thence run S 88 degrees 35 minutes 49 seconds W a distance of 372.58 feet to a steel corner; Thence run S 02 degrees 54 minutes 34 seconds E a distance of 464.73 feet to a corner; thence run S 00 degrees 10 minutes 45 seconds W a distance of 862.59 feet to a steel corner; Thence run S 89 degrees 14 minutes 12 seconds W a distance of 438.47 feet to a steel corner; Thence run N 00 degrees 53 minutes 47 seconds W a distance of 1,364.75 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 Frontier Bank, 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 Cheryl H. Oswalt, as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and in witness whereof the said Cheryl H. Oswalt has executed this instrument in her capacity as such Auctioneer on the 6th day of January, 2012.

FRONTIER BANK

Mortgagee or Transferee of Mortgagee

By: Cheryl H. Oswalt

Cheryl H. Oswalt, 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 Cheryl H. Oswalt, 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 6th day of January, 2012.

(SEAL)

Cynthia S. Bailey

NOTARY PUBLIC

MY COMMISSION EXPIRES JANUARY 24, 2012

My Commission Expires: _____

GRANTEE'S ADDRESS:

Frontier Bank
P. O. Drawer 630
Sylacauga, Alabama 35150
Attention: Jan Kromer
Telephone No. (256) 401-2066