


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


20120817000305030 1/4 \$23.00
Shelby Cnty Judge of Probate, AL
08/17/2012 11:34:59 AM FILED/CERT

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
 :
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That BRP Holding, LLC, which is one and the same company as BRP Holdings, LLC, an Alabama limited liability company ("Mortgagor"), did on, to-wit, April 24, 2009, execute an Accommodation Mortgage and Security Agreement in favor of Frontier Bank, a Georgia banking corporation ("Frontier Bank" or "Mortgagee"), which instrument was filed for record on May 1, 2009, in Instrument No. 20090501000161740 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 July 25, 2012, August 1, 2012, and August 8, 2012; and

WHEREAS, on August 17, 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 Forty-Seven Thousand Two Hundred and No/100 Dollars (\$47,200.00), 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 Forty-Seven Thousand Two Hundred and No/100 Dollars (\$47,200.00) 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 Frontier Bank, a Georgia banking corporation, the following described real estate situated in Shelby County, Alabama, to-wit:

A part of Lots 4 and 5, in Block H, according to the plan and survey of the Town of Vincent, Alabama, made by W.E. Crume, Civil Engineer, more particularly described as follows:

Begin at the Southeast corner of the lot heretofore sold by J.R. Beavers to J.F. Pope, deed to which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 21, Page 268, and run thence in a Westerly direction along the South line of said Pope lot to Lot 6, in said Block H; thence along the East line of said Lot 6 to the right of way of the Central of Georgia Railroad; thence Southeasterly along said right of way to a point where it intersects with the West boundary line of the Coosa Valley Public Road; thence in a Northerly direction along the West boundary line of said Coosa Valley Public Road to the point of beginning.

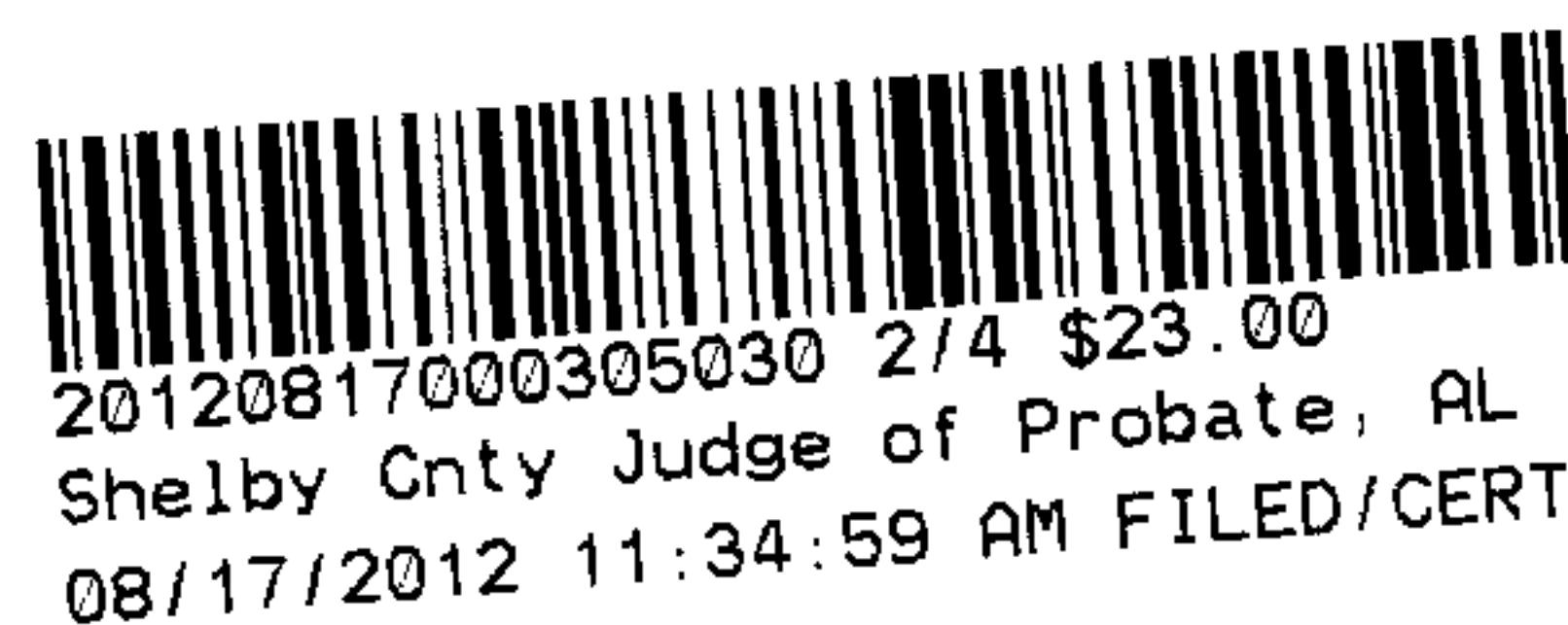
LESS AND EXCEPT the following described parcel:

Beginning at the Southeast corner of what is known as the J.O. Gorman Store lot upon which is situated a store house occupied by him in 1940 and in which he operated a mercantile business, which lot and store house is situated on the West side of what is known as Sterrett Street or U.S. Highway 231, and which point of beginning is on the Western margin of said road; run thence in a Southerly direction along the Western margin of said road 24 feet to what is known as the J.W. Arthur Store Lot; thence continue along the Western margin of said highway to the point of intersection with the East right of way of Central of Georgia Railroad; thence run in a Northwesterly direction along the Northeastern margin of said Central of Georgia right of way to a point where the said right of way intersects an extension of the Southern boundary of the J.O. Gorman Store lot; thence in an Easterly direction along the Southern boundary line of the J.O. Gorman Store Lot 97 feet, more or less, to the point of beginning. The lot herein conveyed is bounded on the North side by the Linda Florey property; on the East by U.S. Highway 231; on the South by Dr. J.W. Arthur lot, presently owned by Karen Joines; and on the West by the Central of Georgia Railroad right of way. Situated in Section 14, Township 19 South, Range 2 East, Shelby County, Alabama, and being a part of the property conveyed to J.O. Gorman by deed dated April 3, 1933, and recorded in Deed Book 95, Page 284, in the Probate Office of Shelby County, Alabama.

Also, LESS AND EXCEPT any part conveyed to Carleen Embry as shown in deed recorded in Real Record 045, Page 538, in Probate Office.

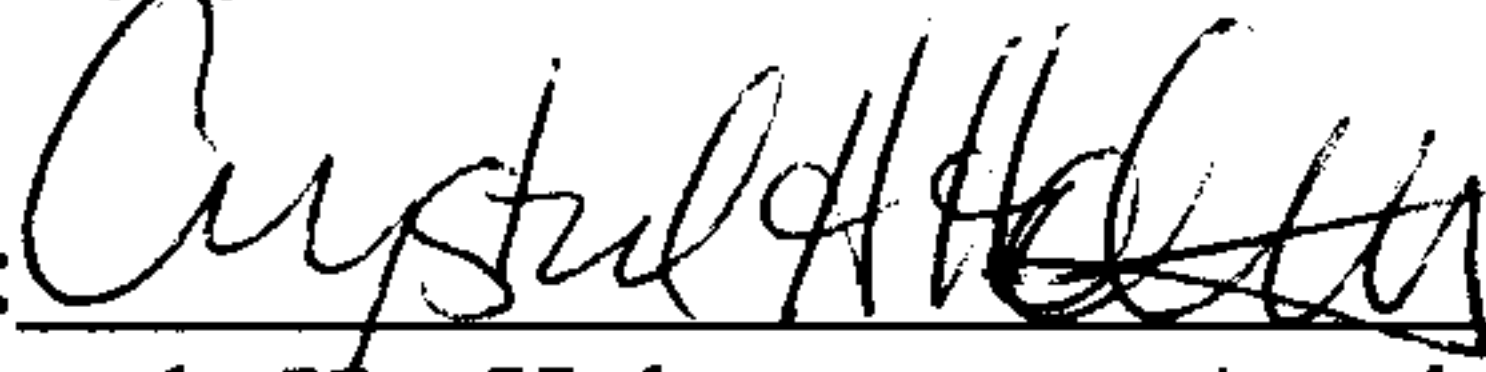
Together with all rights, privileges, easements, tenements, interests, improvements, and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises herein described.

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 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 17th day of August, 2012.

FRONTIER BANK
Mortgagee or Transferee of Mortgagee

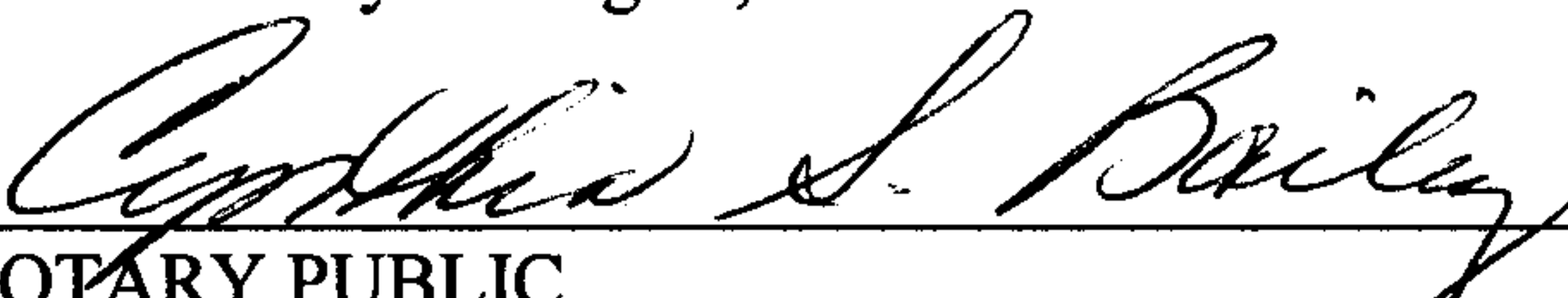
By: 
Crystal H. Holmes, as Auctioneer and the person
conducting said sale for the Mortgagee or Transferee of
Mortgagee

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 17th day of August, 2012.

(SEAL)


NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES JANUARY 24, 2016

GRANTEE'S ADDRESS:

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


20120817000305030 3/4 \$23.00
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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Frontier Bank
Mailing Address P. O. Drawer 630
Sylacauga, AL 35150

Grantee's Name Frontier Bank
Mailing Address P. O. Drawer 630
Sylacauga, Alabama 35150
Attn: Jan Kromer

Property Address 42747 Highway 25
Vincent, Alabama 35178

Date of Sale 08/17/2012

Total Purchase Price \$ 47,200.00

or

Actual Value \$ _____


or

Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement

- ☐ Appraisal
☒ Other Foreclosure Bid


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If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

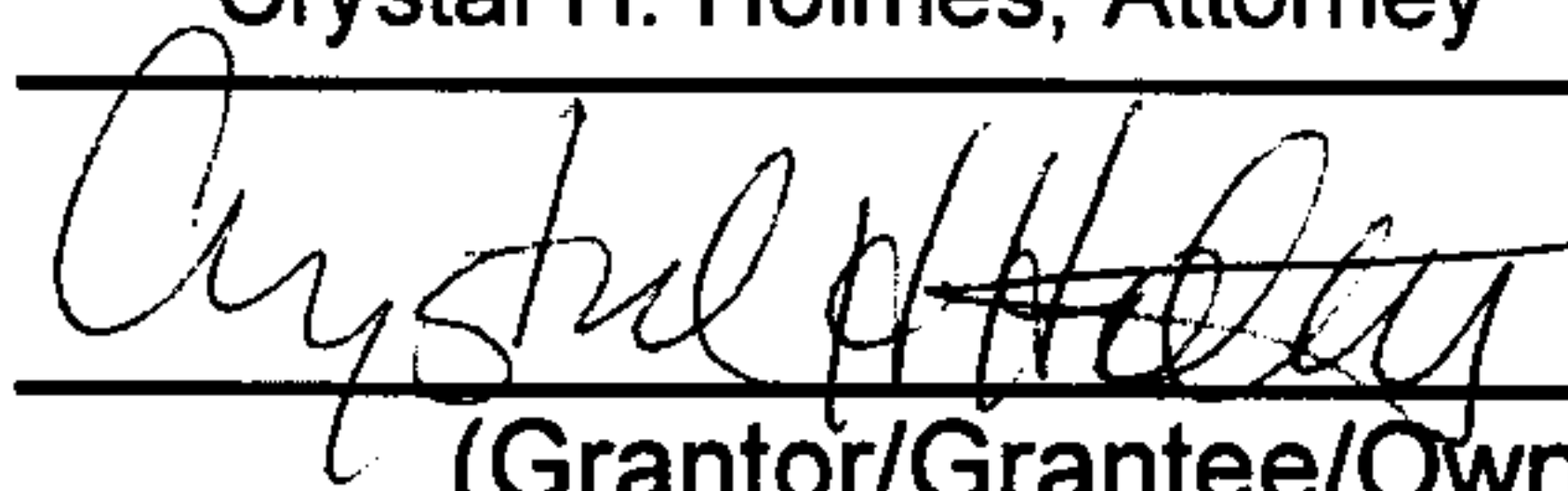
I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 08/17/2012

Print Crystal H. Holmes, Attorney

Unattested

Sign



(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1