

This instrument was prepared by:  
Harold H. Goings  
Spain & Gillon, LLC  
2117 2nd Avenue North  
Birmingham, AL 35203

STATE OF ALABAMA )  
:  
SHELBY COUNTY )

**MORTGAGE FORECLOSURE DEED**

KNOW ALL MEN BY THESE PRESENTS, That whereas heretofore on to-wit: August 25, 2006, Michael Harris and Barbara Harris, executed a certain mortgage on the property hereinafter described to Cadence Bank, N.A., successor by merger with Superior Bank, N.A., as successor to Superior Bank, [The FDIC was the legal successor, as Receiver, of the assets and liabilities of Superior Bank, pursuant to 12 U.S.C. 1821(d)(2)(A). The FDIC as Receiver entered into a Purchase and Assumption Agreement on April 15, 2011, whereby Superior Bank, N.A. purchased from the FDIC as Receiver the subject loan payable to Superior Bank] as recorded in 20060905000437030, in the Probate Office of Shelby County, Alabama, and

WHEREAS, in and by said mortgage the 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 property before the Courthouse door in the City of Columbiana, Shelby County, Alabama after giving notice of the time, place and terms of said sale in some newspaper published in said city by publication once a week for three consecutive weeks prior to said sale 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 same, the mortgagee or any person conducting said sale for the mortgagee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale 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 the said Cadence Bank, N.A. did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, and of general circulation in Shelby County, Alabama, in its issues of July 4, July 11, July 18, and August 15, 2012; and


WHEREAS, on September 5, 2012, the day on which the foreclosure was due to be held under the terms of said notice, between legal hours of sale, said foreclosure was duly and properly conducted, and Cadence Bank, N.A. did offer for sale and sell at public outcry in front of the Courthouse at Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Marcus R. Clark was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the said Cadence Bank, N.A.; and

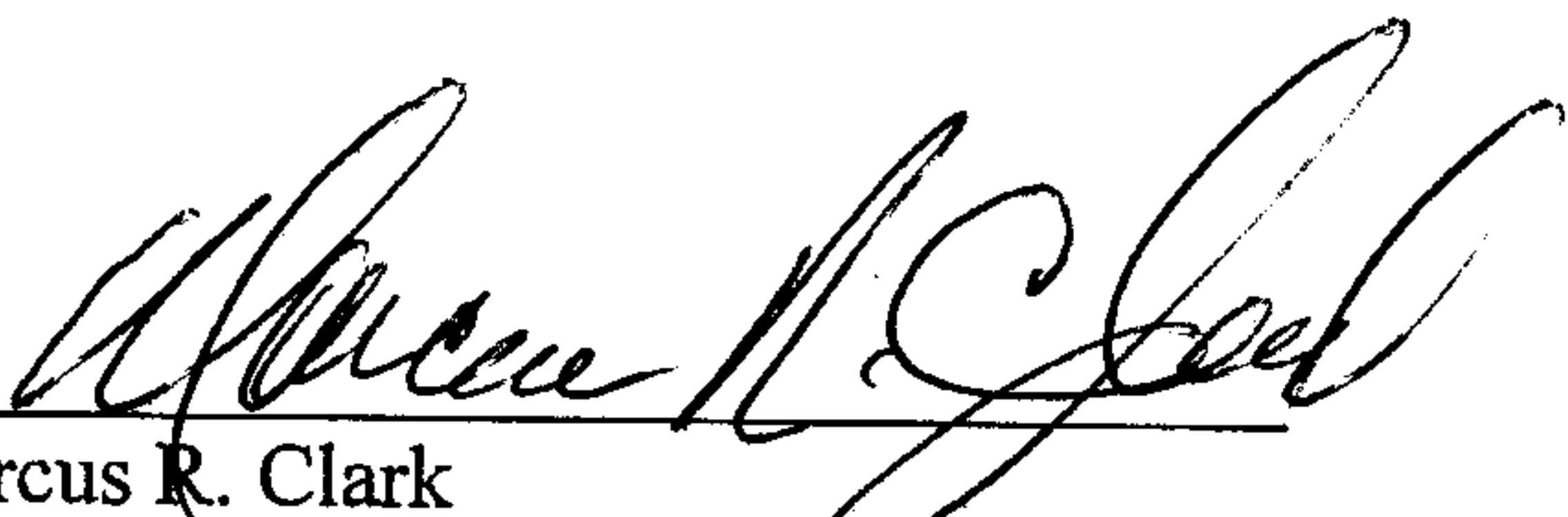
WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of Cadence Bank, N.A. the amount of Two Hundred and Fifty Nine Thousand Two Hundred Dollars (\$259,200.00), which sum of money Cadence Bank, N.A. offered to credit on the indebtedness secured by said mortgage, the said Cadence Bank, N.A. by and through Marcus R. Clark, as Auctioneer conducting said sale and as attorney in fact for Cadence Bank, N.A., and the said Marcus R. Clark as Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Cadence Bank, N.A. the following real property and improvements situated in Shelby County, Alabama:

**Lot 712, according to the Survey of Eagle Point 7<sup>th</sup> Sector, as recorded in Map Book 20, Page 18 in the Probate Office of Shelby County, Alabama.**

TO HAVE AND TO HOLD the above described property to Cadence Bank, N.A., subject, however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

  
20120910000341160 1/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
09/10/2012 11:23:10 AM FILED/CERT

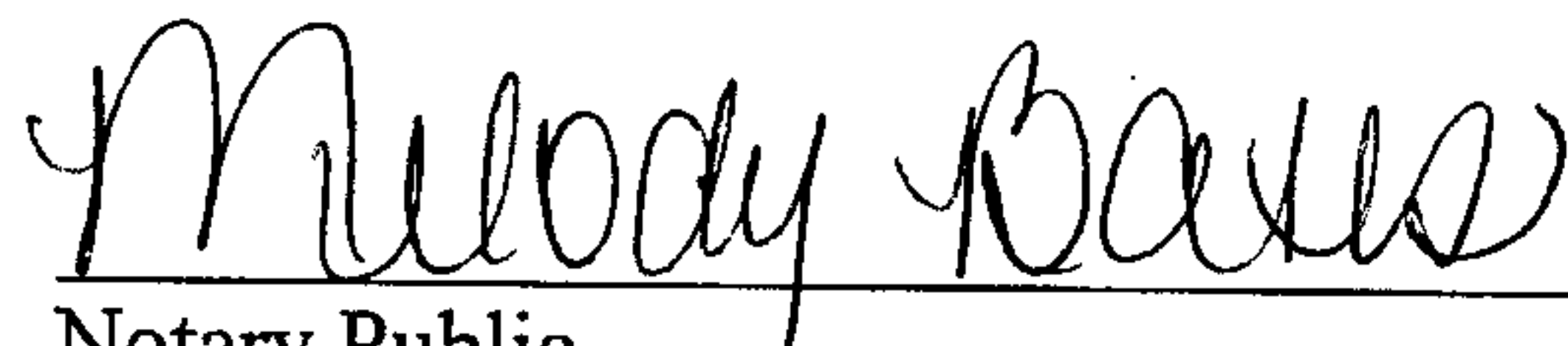
IN WITNESS WHEREOF, Cadence Bank, N.A. has caused this instrument to be executed by and through Marcus R. Clark as Auctioneer conducting said sale, and as Attorney in Fact, and Marcus R. Clark as Auctioneer conducting said sale has hereto set his hand and seal on this the 5th day of September, 2012.


  
\_\_\_\_\_  
Marcus R. Clark  
as Auctioneer and Attorney in Fact

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public for the State of Alabama, and said County, hereby certify that Marcus R. Clark, whose name as Auctioneer and Attorney in Fact for Cadence Bank, N.A. 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 said Auctioneer and Attorney in Fact, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of September, 2012.

  
\_\_\_\_\_  
Notary Public  
Commission expires 7/29/15

  
20120910000341160 2/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
09/10/2012 11:23:10 AM FILED/CERT



# Real Estate Sales Validation Form

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

Grantor's Name COLONY BANK Grantee's Name COLONY BANK NA  
 Mailing Address 3206 COLONIAL DR Mailing Address 3206 COLONIAL DR  
SMITHVILLE AL 35243 SMITHVILLE AL 35243  
 Property Address 6065 Eagle Point Circle Date of Sale 9/5/12  
Birmingham AL 35242 Total Purchase Price \$ \$259,200  
 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 ☐ Appraisal  
☐ Sales Contract ☒ Other Foreclosure deed  
☐ Closing Statement

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 9/5/12

Print Harold H. Gagner

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



20120910000341160 3/3 \$21.00  
 Shelby Cnty Judge of Probate, AL  
 09/10/2012 11:23:10 AM FILED/CERT