

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 Gary D. Barnett, a married man ("Mortgagor"), did on, to-wit, May 27, 2010, execute a Mortgage and Security Agreement in favor of Frontier Bank, a Georgia banking corporation ("Frontier Bank" or "Mortgagee"), which instrument was filed for record on June 17, 2010, in Instrument No. 20100617000192210 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 September 19, 2012, September 26, 2012, and October 3, 2012; and

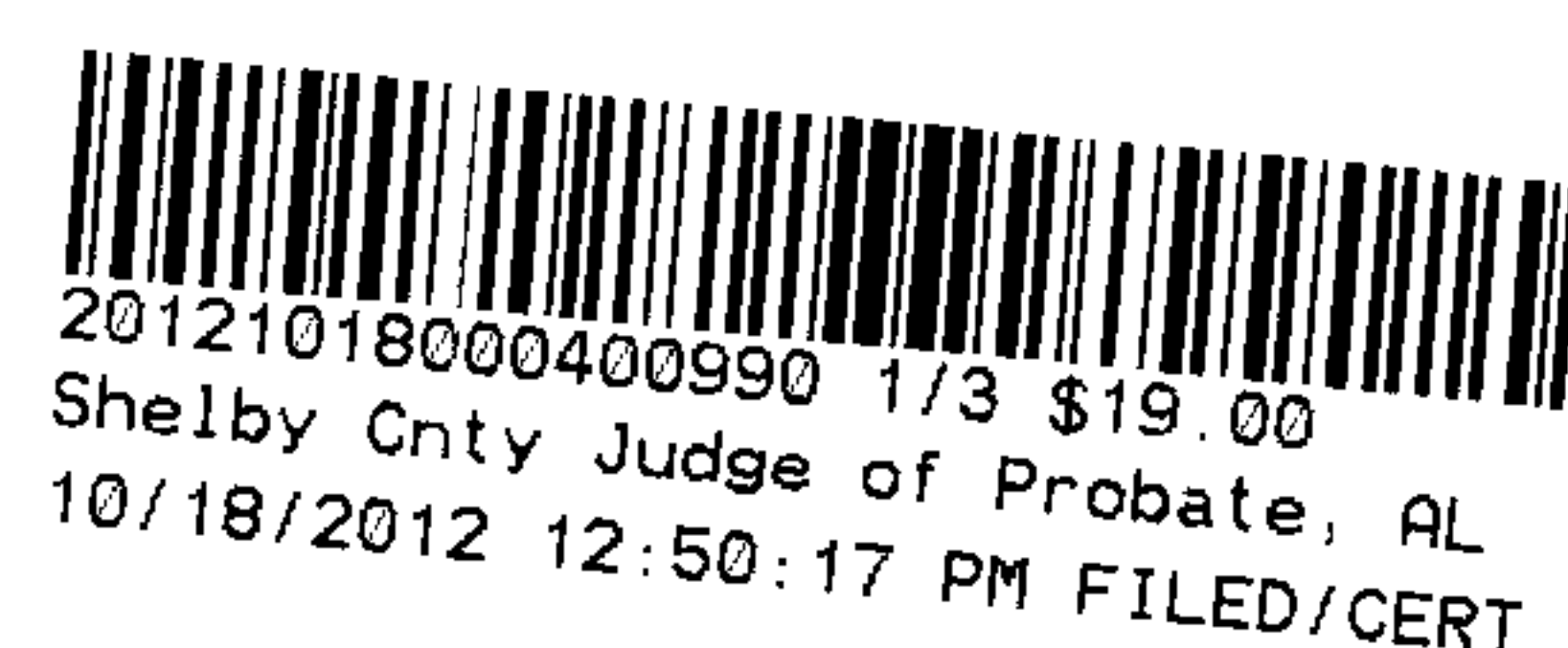
WHEREAS, on October 18, 2012, the day on which the foreclosure sale was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure sale was duly and properly conducted, and Mortgagee did offer for sale and did sell at public outcry in front of the main entrance of 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 Seventy Thousand and No/100 Dollars (\$70,000.00), 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 Seventy Thousand and No/100 Dollars (\$70,000.00) 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 Frontier Bank, a Georgia banking corporation, the following described real estate situated in Shelby County, Alabama, to-wit:

Lots 3 and 4, according to the map of Schafner-Schatz Subdivision, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 6, Page 98.




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 18th day of October, 2012.

FRONTIER BANK
Mortgagee or Transferee of Mortgagee

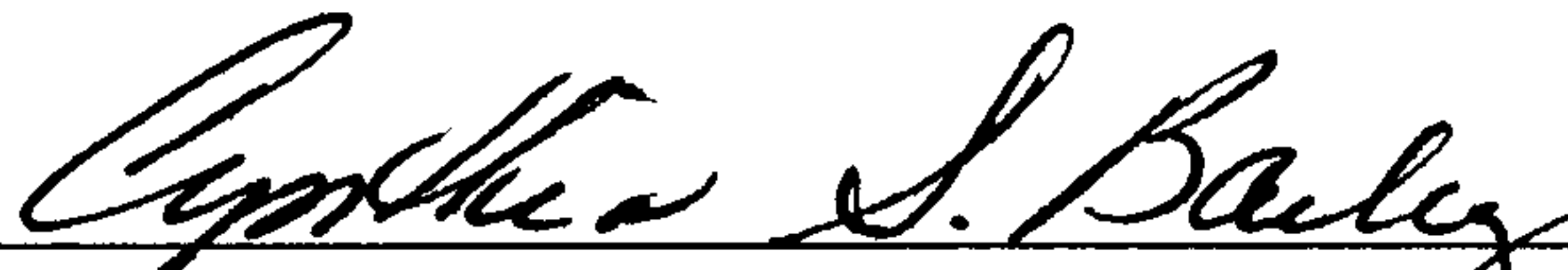
By: 
Crystal H. Holmes, as Auctioneer and the person
conducting said sale for the Mortgagee or Transferee of
Mortgagee

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 18th day of October, 2012.




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

GRANTEE'S ADDRESS:

Frontier Bank
134 Foothills Parkway
Chelsea, Alabama 35043
Attention: Jan Kromer
Telephone No. (205) 380-0049


20121018000400990 2/3 \$19.00
Shelby Cnty Judge of Probate, AL
10/18/2012 12:50:17 PM 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 Frontier Bank
Mailing Address 134 Foothills Parkway
Chelsea, Alabama 35043

Grantee's Name Frontier Bank
Mailing Address 134 Foothills Parkway
Chelsea, Alabama 35043

Property Address Unimproved land

Date of Sale October 18, 2012
Total Purchase Price \$ 70,000.00

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

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 _____

Print Crystal H. Holmes, Attorney

Sign Crystal H. Holmes

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



20121018000400990 3/3 \$19.00
Shelby Cnty Judge of Probate, AL
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