


Send tax notice to:

Attention: _____

This instrument prepared by:
Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203-2104

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)


20121119000442830 1/5 \$26.50
Shelby Cnty Judge of Probate, AL
11/19/2012 12:16:02 PM FILED/CERT

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, South Grande View Development Co., Inc., an Alabama corporation, CSG Construction Company, Inc., an Alabama corporation, and Charles S. Givianpour, an individual (collectively, "Mortgagor"), executed that certain Mortgage and Security Agreement dated as of September 29, 2008 in favor of Frontier Bank, a Georgia banking corporation ("Mortgagee"), which has been recorded in BK:LR 200810, Page 27836 in the Office of the Judge of Probate of Jefferson County, Alabama and as Instrument 20080929000385340 in the Office of the Judge of Probate of Shelby County, Alabama, as amended (collectively, the "Mortgage"); and

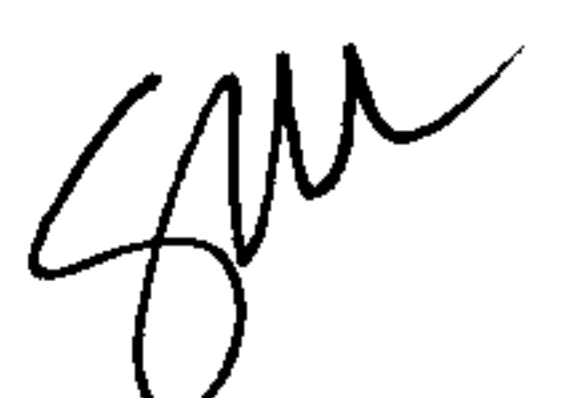
WHEREAS, default was made in the payment of said indebtedness secured by the Mortgage, and Mortgagee did declare all of the indebtedness secured by the Mortgage due and payable and did give due and proper notice of the foreclosure of the Mortgage in accordance with the terms thereof and as required by law by publication in: *Alabama Messenger*, a newspaper of general circulation published in Jefferson County, Alabama, in its issues of January 18, 2012, January 25, 2012 and February 1, 2012 and *The Shelby County Reporter*, a newspaper of general circulation published in Shelby County, Alabama, in its issues of January 18, 2012, January 25, 2012 and February 1, 2012.

WHEREAS, on February 22, 2012, the day on which the foreclosure sale was to be held, according to said notice, beginning at 11:00 a.m., said foreclosure sale was duly and properly conducted, and the Mortgagee did offer for sale and did sell at public outcry, in front of the main door to the Jefferson County, Alabama Courthouse at 716 Richard Arrington, Jr. Blvd. North, Birmingham, Alabama in Jefferson County, Alabama, the county in which a substantial and material part of the mortgaged land is located, the Property, as such term is described below; and

WHEREAS, the highest and best bid obtained for the Property was the bid of **Cyrus Givianpour** in the amount of Five Hundred and No/100 Dollars (\$500.00), which sum was paid to the Mortgagee, and the Property was thereupon sold to said purchaser; and

WHEREAS, Stephen R. Monk conducted said sale on behalf of the Mortgagee; and

Shelby County, AL 11/19/2012
State of Alabama
Deed Tax: \$.50




WHEREAS, the Mortgage expressly authorized the person conducting said sale to execute to the purchaser at said sale a deed to the Property.

NOW, THEREFORE, in consideration of the premises and the bid of Five Hundred and No/100 Dollars (\$500.00), which amount shall be applied as provided in the Mortgage, the Mortgagee, by Stephen R. Monk, its duly authorized auctioneer and the person conducting said sale for the Mortgagee, does hereby grant, bargain, sell, and convey unto **Cyrus Givianpour**, an unmarried man ("Purchaser"), that certain real property (the "Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property unto Purchaser forever; subject, however, to (i) the statutory rights of redemption in favor of those who may be entitled to redeem the Property as provided by the laws of the State of Alabama, (ii) all matters which would be disclosed by an accurate survey of the Property, (iii) ad valorem taxes and special assessments, and (iv) all easements, restrictions, reservations, rights-of-way, encumbrances and other matters appearing of record in the Office of the Judge of Probate of Shelby County, Alabama.

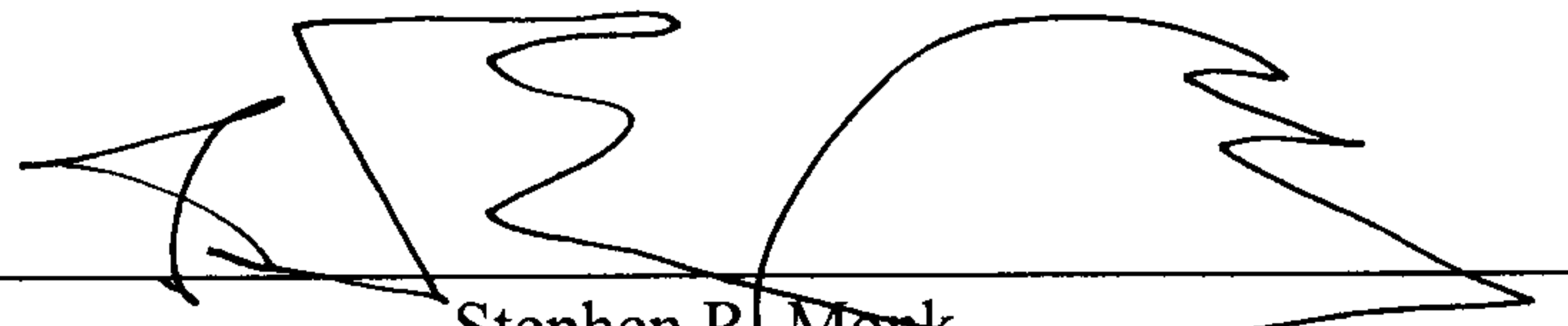
THE PROPERTY IS SOLD IN ITS "AS-IS, WHERE IS" CONDITION, WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO ITS CONDITION OR THE TITLE THERETO OR THE ACREAGE COMPRISING THE PROPERTY AND WITHOUT WARRANTY OR RECOURSE, EITHER EXPRESS OR IMPLIED, AS TO TITLE, SURVEY MATTERS (INCLUDING THE ACREAGE COMPRISING THE PROPERTY), USE AND/OR ENJOYMENT.


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IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed by Stephen R. Monk, as auctioneer and the person conducting said sale for the Mortgagee, and Stephen R. Monk has executed this instrument solely in his capacity as such auctioneer and the person conducting the said sale, as of the 22nd day of February, 2012.

FRONTIER BANK, a Georgia banking corporation

By: 
Stephen R. Monk,
As Auctioneer and the Person Conducting the Sale for the
Mortgagee

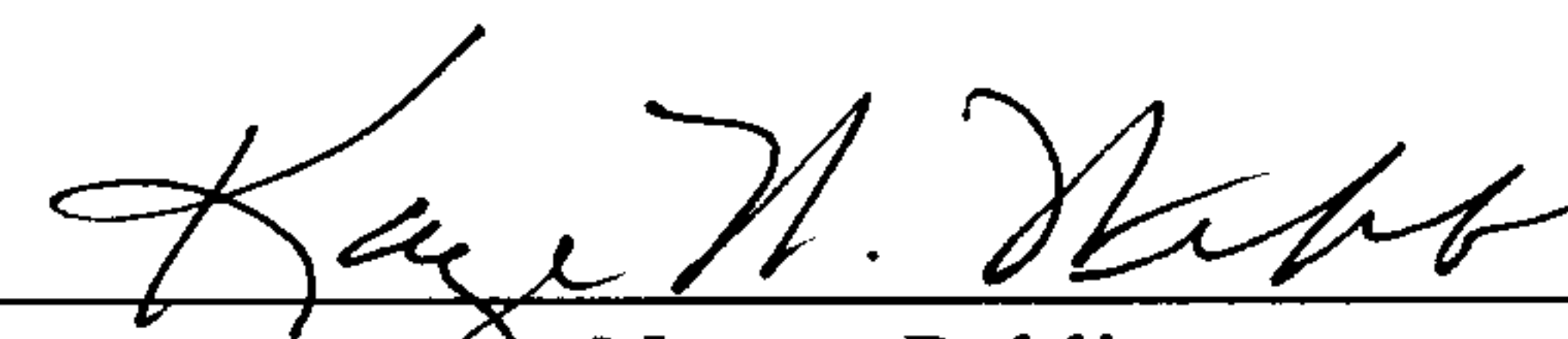
STATE OF ALABAMA)

:

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Stephen R. Monk, whose name as auctioneer and the person conducting the sale for Frontier Bank, a Georgia banking corporation, as 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, he, in his capacity as such auctioneer and as the person conducting the sale for the Mortgagee, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 22nd day of February, 2011.


Notary Public

[NOTARIAL SEAL]

My commission expires 6-12-12



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Exhibit A

Legal Description of Property

Shelby County, Alabama Property

Parcel II:

Lots 955 and 957, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 9th Addition, Phase 2, as recorded in Map Book 27, Page 85, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

_____(end of legal description)



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A handwritten signature in black ink, appearing to be a stylized 'S' or 'J' followed by a flourish.

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. Box 414
Chelsea AL
35043

Grantee's Name Cyrus Givianpore
Mailing Address 1969 Rocky Brook Dr.
Birmingham AL 35243

Property Address Lot 955 + 957
Givianpore Add to Alabama
Ph II MB 27; Pg 85
As recorded in Probate
Office Shelby County, AL

Date of Sale Feb. 22 - 2012

Total Purchase Price \$ 500.00

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 Deed

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 11-19-2012

Print

Cyrus Givianpore

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



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