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Shelby Cnty Judge of Probate, AL
02/27/2013 12:58:46 PM FILED/CERT

Address of Grantor(s):
P. O. BOX 680160
PRATTVILLE, AL 36068

Address of Grantee(s) and address for tax statement:
P. O. BOX 397
ONEONTA, AL 35121

Property Address:
20986 HIGHWAY 55
STERRETT, AL 35147

By executing this instrument, the undersigned certifies that the consideration referred to herein is the total purchase price or the actual cash value of the property being conveyed and this certification is made pursuant to and in compliance with § 40-22-1, Code of Alabama 1975. The undersigned further understands that any false statement as to purchase price or actual cash value may result in the imposition of a penalty as prescribed in § 40-22-1(h) Code of Alabama, 1975.

This instrument prepared by DAVID LEE JONES, attorney, 2305 Worth St., P.O. Box 940, Guntersville, AL 35976, (256) 582-0588. Unless separately contracted, the draftsman makes no warranties as to the sufficiency of the interest conveyed.

STATE OF ALABAMA – SHELBY COUNTY-MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that whereas, on April 26, 2007, David Chasteen and spouse, Cynthia Chasteen, hereinafter MORTGAGOR, executed a certain mortgage on the property hereinafter described, to The HomeTown Bank of Alabama, a corporation, hereinafter referred to as MORTGAGEE, and which said mortgage is recorded May 07, 2007, as Instrument Number 20070507000211100 and amended by Amendment to Mortgage and Security Agreement as Instrument Number 20080428000173180, in the Office of the Probate Judge 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 the hereinbelow described property before the County 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 of general circulation, published in said county, by publication once a week for three successive weeks prior to 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 and amendment that the MORTGAGEE may bid at the sale and purchase said property as the highest bidder therefore and,

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and amendment, and the said MORTGAGEE did declare all of the indebtedness secured by said mortgage and amendment, due and payable and said MORTGAGEE, pursuant to foreclosure as therein provided, did give due and proper notice of the foreclosure of said mortgage and amendment by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of January 23, 2013, January 30, 2013, and February 6, 2013.

WHEREAS, on February 27, 2013, during the legal hours of sale, the day on which the foreclosure was due to be held under the terms of said notice, said foreclosure was duly and properly conducted, and the MORTGAGEE did offer for sale and sell at public outcry before the County Courthouse door in the City of Columbiana in Shelby County, Alabama, the property hereinafter described; and,

WHEREAS, DAVID LEE JONES, was the auctioneer who conducted said foreclosure sale.

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage and amendment was the bid of the MORTGAGEE in the amount of Two Hundred Twenty Five Thousand and no/100 Dollars (\$225,000.00), hereinafter "BID AMOUNT", and said property was thereupon sold to the MORTGAGEE.

NOW THEREFORE, in consideration of the premises and of a credit in the amount of the BID AMOUNT, subject to the payment of expenses of foreclosure, on the indebtedness secured by said mortgage and amendment, DAVID LEE JONES, as attorney in fact for the MORTGAGOR and as auctioneer conducting said sale and attorney for the MORTGAGEE, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said MORTGAGEE, the following described property located in Shelby County, Alabama, to-wit:

Beginning at a cross "X" described in the concrete of an existing bridge which is the southwest corner of the southeast quarter of the southeast quarter of Section 5, Township 18 South, Range 2 East, Shelby County, Alabama and run thence N 00°13'22" W along the west line of said quarter-quarter section a distance of 1, 289.99 feet to a set rebar corner on the southeasterly margin of Shelby County Highway No. 55; thence run N 44° 12'05" E along said margin of said highway a distance of 95.27 feet to a set rebar corner on the same said southeasterly margin of said Highway 55 and the north line of said southeast quarter of the southeast quarter of said Section 5; thence run S 89°32'11" E along said north line of said quarter-quarter section a distance of 659.39 feet to a found rebar corner on the west margin of a public dirt surfaced roadway in a curve to the left having a central angle of 49°01'31" and a radius of 548.17 feet; thence run south and easterly along the arc of said roadway curve an arc distance of 569.05 feet to a rebar corner; thence run S 4°42'03" W a distance of 1,350.84 feet to the point of beginning, containing 17.74 acres more or less, and subject to any and all easements, agreements, restrictions, limitations and/or omissions of probated record, regulation and /or applicable law. (w2j\33349)

TO HAVE AND TO HOLD the above described property unto the said MORTGAGEE, its successors and assigns forever; subject however, to ad valorem taxes due October 1, 2012, and October 1, 2013, subject to any and all rights outstanding by reason of the statutory right of redemption from the foreclosure on the part of those entitled to redeem as provided by the Laws of the State of Alabama, previous mortgages, if any, and title to all minerals, mining privileges, easements, encroachments, rights of way, road or otherwise, restrictions and covenants of record.

The undersigned Auctioneer does hereby show and state that this sale was in compliance with Section 7425(c) of the Internal Revenue Code and that the undersigned Auctioneer has in his possession a notice from the Internal Revenue Service stating that compliance has been made with said Section.

IN WITNESS WHEREOF, the parties have caused their name to be signed by and through DAVID LEE JONES, as attorney in fact for the MORTGAGOR and as auctioneer conducting said sale and attorney for MORTGAGEE, who has hereunto set his/her hand on this the 27th day of February, 2013.


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MORTGAGOR:


BY: DAVID LEE JONES, AS
ATTORNEY IN FACT
FOR MORTGAGOR

MORTGAGEE:


BY: DAVID LEE JONES, AUCTIONEER
CONDUCTING SAID SALE AND
ATTORNEY FOR MORTGAGEE

