

20130315000108520 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
03/15/2013 11:51:34 AM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, KMP Enterprises, an Alabama General Partnership (the "Mortgagee") is the holder of a certain Mortgage, dated October 29, 2010, executed by Quality Time Properties, LLC, an Alabama Limited Liability Company (the "Mortgagor") and recorded on November 30, 2010 in instrument Number 20101130000400020 of the mortgage records in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage");

WHEREAS, default was made in the payment of the indebtedness secured by the Mortgage, and the Mortgagee did declare all indebtedness secured by the Mortgage due and payable, and the Mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of the Mortgage in accordance with the terms thereof, including publication in the *Shelby County Reporter*, a newspaper of general interest and circulation published in Shelby County, Alabama, in its issues of February 20, February 27, and March 6, 2013, respectively; and

WHEREAS, on March 15, 2013, 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 the Mortgagee, by and through its agent and attorney-in-fact, Roger L. Bates, Esq. did offer for sale and did sell at public outcry, at the front door of the courthouse of Shelby County, Columbiana, Alabama, the property hereinafter described;

WHEREAS, the highest and best bid obtained for the property described in the Mortgage was the bid of the Mortgagee in the amount of Three Hundred Eleven Thousand Three Hundred Sixty-Six and 55/100 Dollars (\$311,366.55) which sum was offered to be credited to the outstanding indebtedness secured by the Mortgage, and the said property was thereupon sold to the Mortgagee on such terms; and

NOW, THEREFORE, in consideration of the foregoing premises, by Roger L. Bates, Esq., as said auctioneer and the person conducting the sale as auctioneer, agent and attorney-in-fact for the Mortgagee does hereby grant, bargain, sell and convey unto the Mortgagee the following described real property situated in Shelby County, Alabama to-wit:

Lot 5, in Block 1, according to the Survey of Pelham Estates, as recorded in Map Book 3, Page 57, in the Probate Office of Shelby County, Alabama. Excepting right of way of a 4-lane, Birmingham-Montgomery Highway. Situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, the above-described property unto the Mortgagee and its legal representatives, successors and assigns forever; subject, however, to the statutory right of redemption under the laws of the State of Alabama, and to all prior encumbrances, restrictive covenants, easements, reservations, exceptions, unpaid taxes, and special assessments, if any.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed by Roger L. Bates, Esq., as auctioneer, agent and attorney-in-fact for the Mortgagee, and in witness whereof the said Roger L. Bates, Esq. has hereunto set his hand and seal as such auctioneer, agent and attorney-in-fact as of the 15th day of March, 2013

KMP Enterprises, an Alabama General Partnership, Mortgagee

By: Roger L. Bates
Roger L. Bates, as Auctioneer, Agent and Attorney-in-Fact for
KMP Enterprises
Hand Arendall LLC
1200 Park Place Tower
2001 Park Place North
Birmingham, Alabama 35203

STATE OF ALABAMA)

JEFFERSON COUNTY)

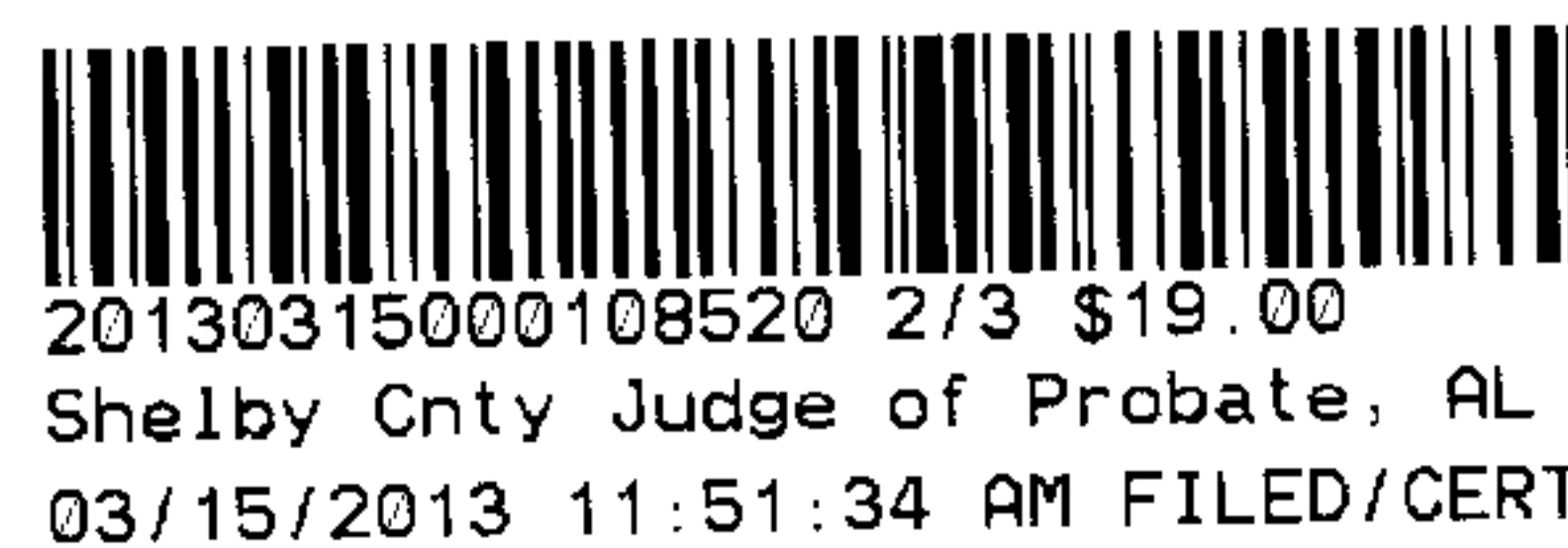
I, the undersigned Notary Public in and for said County and in said State, do hereby certify that Roger L. Bates, whose name as Auctioneer, Agent and Attorney-in-Fact for KMP Enterprises, an Alabama General Partnership, and is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such Auctioneer, Agent and Attorney-in-Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given unto my hand this 15th day of March, 2013.

Lisa A. Cummings
Notary Public
My commission expires: 10/4/2014

{SEAL}

Prepaid by
Roger L. Bates, Esq.
Hand Arendall, LLC
2001 Park Place, Suite 1200
Birmingham, AL 35203



Real Estate Sales Validation Form

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

Grantor's Name KMP Enterprises
Mailing Address 4245 County Rd 43
Clanton, AL
35045

Grantee's Name SAME
Mailing Address _____

Property Address 3031 Highway 31 South
Pelham, AL
35124

Date of Sale March 15, 2013
Total Purchase Price \$ 311,366.55
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 who own the property and their current mailing address.

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

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

Date of Sale - the date on which interest in 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 3/15/2013

Print Roger L. Bastus

Unattested

(verified by)

Sign Roger L. Bastus

(Grantor/Grantee/Owner/Agent) circle one

