

**THIS INSTRUMENT PREPARED BY AND UPON  
RECORDING RETURN TO:**

**Donald M. Warren  
Burr & Forman LLP  
420 North 20th Street, Suite 3400  
Birmingham, Alabama 35203  
(205) 251-3000**

**Send Tax Notices to:**

**Branch Banking and Trust Company  
Commercial Credit Administration  
1522 Gross Road  
Mesquite, Texas 75149  
Attention: Mr. Randall Jenkins**

**MORTGAGE FORECLOSURE DEED**

**STATE OF ALABAMA     )  
                                      )  
SHELBY COUNTY         )**

**KNOW ALL PERSONS BY THESE PRESENTS:**

Foresight Development, L.L.C., an Alabama limited liability company, (the "Mortgagor") executed and delivered that certain Mortgage, Assignment of Rents and Leases, and Security Agreement dated as of May 10, 2005 in favor of Colonial Bank, N.A. ("Mortgagee"), which was recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Recording Office") on May 12, 2005 as Instrument 20050512000230220 which Mortgage, Assignment of Rents and Leases, and Security Agreement was modified by that certain Amendment to Mortgage, Assignment of Rents and Leases, and Security Agreement recorded in the Recording Office on October 22, 2009 as Instrument No. 20091022000398290, as affected by that certain Cross-Collateralization and Cross-Default Agreement recorded in the Recording Office as Instrument No. 20120724000266600 (all together the "Mortgage"). Branch Banking and Trust Company as successor in interest to Colonial Bank by asset acquisition from the FDIC, as receiver for Colonial Bank, successor by conversion to Mortgagee, is currently the holder of the Mortgage (the "Holder").

The Mortgage authorized and empowered the Holder to sell the property encumbered by the Mortgage for cash if the Mortgagor should default in the payment of the indebtedness thereby secured, according to the terms thereof. The Mortgage also provided that in case of sale under the power and authority contained in the same, the Holder, or any person conducting said sale for the Holder, was authorized to execute title to the purchaser at said sale. Furthermore, the Mortgage provided that the Holder may bid at the sale and purchase said property if it is the highest bidder.

When the Mortgagor defaulted in the payment of the indebtedness secured by said Mortgage, the Holder declared that all of the indebtedness secured by said Mortgage was due and payable and that the Mortgage was subject to foreclosure. The Holder then gave due and proper notice of the foreclosure of the Mortgage by publication in the *Shelby County Reporter*, a newspaper of general circulation published in Shelby County, Alabama in its issues of November 27, 2013, December 4, 2013 and December 11, 2013.



On December 18, 2013, during the legal hours of sale (the day and time on which the foreclosure sale was due to be held under the terms of said notice), the Holder duly and properly conducted the foreclosure sale and offered for sale and sold at public outcry, at the main entrance of the Shelby County Courthouse in the City of Columbiana, Alabama, the real property hereinafter described (the "Property").

Donald M. Warren was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the Holder.

The highest and best bid for the Property was the credit bid of the Holder, **BRANCH BANKING AND TRUST COMPANY**, in the amount of One Hundred Sixty-Five Thousand Seven Hundred Fifty and <sup>no</sup>/100ths dollars (\$165,750.00) (the "Bid Amount"), which sum of money was paid on the indebtedness secured by the Mortgage and said Property was thereupon sold to Branch Banking and Trust Company.

**THEREFORE**, in consideration of the payment of the Bid Amount on the indebtedness secured by the Mortgage, the Mortgagor, acting by and through Donald M. Warren, the auctioneer and the person conducting the foreclosure sale for the Holder, and the Holder, acting by and through Donald M. Warren, as the auctioneer and the person conducting the foreclosure sale for the Holder, do hereby transfer and convey unto **BRANCH BANKING AND TRUST COMPANY**, its successors and assigns, the Property which is more fully described as follows:

**PARCEL I:**

**Commence at the Northwest corner of the NW ¼ of the SE ¼ of the SW ¼ of Section 36, Township 19 South, Range 3 West, Huntsville Principal Meridian, Shelby County, Alabama; thence in an easterly direction, along and with the North line of said quarter-quarter-section, 250.00 feet; thence with a deflection of 88 degrees 53 minutes 56 seconds right, 225.0 feet to the point of beginning of the land herein described; thence continue along and with the projection of the previous course 150.00 feet to a point; thence with a deflection of 88 degrees 53 minutes 56 seconds left 200.00 feet to a point; thence with a deflection of 91 degrees 06 minutes 04 seconds left, 150.00 feet to a point; thence with a deflection of 88 degrees 53 minutes 56 seconds left, 200.00 feet to the point of beginning.**

**PARCEL II:**

**A parcel of land being a part of the NW ¼ of the SE ¼ of the SW ¼ of Section 36, Township 19 South, Range 3 West, Huntsville Principal Meridian, Shelby County, Alabama and being more particularly described as follows:**

**Commence at the Northwest corner of said quarter-quarter-quarter section; thence in a southerly direction, along and with the West line of**

said quarter-quarter-quarter section, 125.00 feet to a capped rebar set by Goodwyn Mills & Cawood and the point of beginning; thence with a deflection of 88 degrees 53 minutes 06 seconds left, 199.96 feet (200.00 adjoiner deed) to a one-half inch rebar; thence with a deflection of 91 degrees 05 minutes 46 seconds left, 125.11 feet (125.00 adjoiner deed) to a capped rebar set by Goodwyn Mills & Cawood on the southerly right of way margin of Mitoba Trail; thence with a deflection of 91 degrees 03 minutes 47 seconds right, along and with said southerly right of way margin and the projection thereof, 50.00 feet to a 3/8 inch rebar; thence with a deflection of 88 degrees 55 minutes 30 seconds right, 100.03 feet (100.00 feet adjoiner deed) to a 3/8 inch rebar; thence with a deflection of 88 degrees 53 minutes 10 seconds left, 411.48 feet (411.84 feet adjoiner deed) to a capped iron set by Amos Corey on the East line of said quarter-quarter-quarter section and the West line of Wooddale Fourth Sector; thence with a deflection of 88 degrees 55 minutes 54 seconds right, along and with said East line, said West line of Wooddale Fourth Sector and the West line of Chaparral Second Sector, 554.65 feet to a one-half inch pipe at the Southeast corner of said quarter-quarter-quarter section and on the North line of Amended Map of Wildewood Village - Third Addition; thence with a deflection of 91 degrees 10 minutes 51 seconds right, along and with the South line of said quarter-quarter-quarter section and said North line and the projection thereof, 661.41 feet to a capped rebar set at the southwest corner of said quarter-quarter-quarter section; thence with a deflection of 88 degrees 48 minutes 39 seconds right, along and with the West line of said quarter-quarter-quarter section, 528.40 feet to the point of beginning.

**TO HAVE AND TO HOLD FOREVER** in fee simple; subject, however, to any unpaid ad valorem taxes (including any roll back taxes and assessments) and the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama and subject to only those rights of way, easements and restrictions recorded prior to the date of the Mortgage.

[Remainder of Page Intentionally Left Blank]



**IN WITNESS WHEREOF**, the Holder has caused this instrument to be executed by Donald M. Warren, as the auctioneer and the person conducting the foreclosure sale for the Holder and in witness whereof, Donald M. Warren has executed this instrument in his capacity as such auctioneer on this 18th day of December 2013.

**FORESIGHT DEVELOPMENT, L.L.C., an  
Alabama Limited Liability Company**

**By: BRANCH BANKING AND TRUST  
COMPANY as successor in interest to Colonial  
Bank by asset acquisition from the FDIC, as  
receiver for Colonial Bank, successor by conversion  
to Colonial Bank, N.A.**


By: Donald M. Warren

Donald M. Warren, as auctioneer and the person conducting the foreclosure sale for Branch Banking and Trust Company as successor in interest to Colonial Bank by asset acquisition from the FDIC, as receiver for Colonial Bank, successor by conversion to Colonial Bank, N.A.

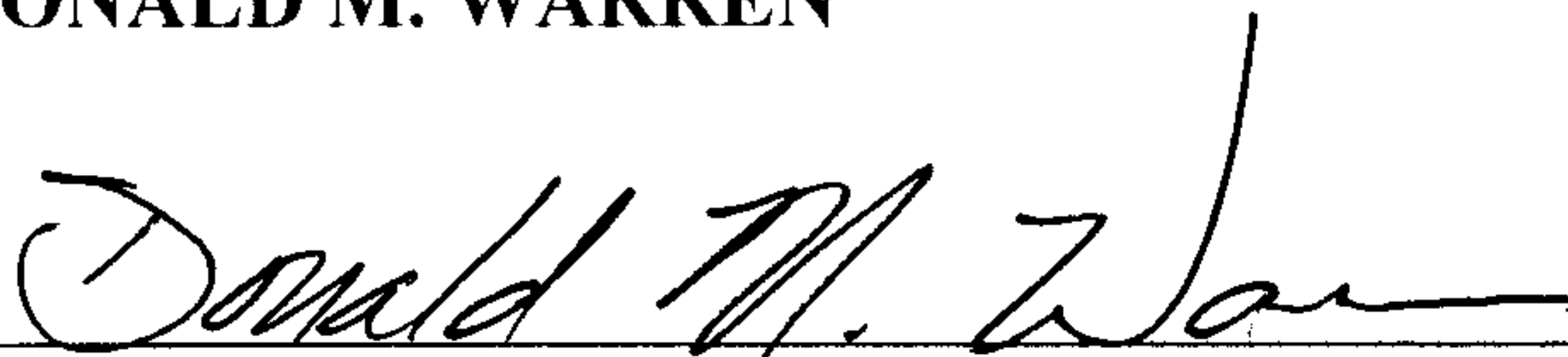
**BRANCH BANKING AND TRUST COMPANY as  
successor in interest to Colonial Bank by asset  
acquisition from the FDIC, as receiver for Colonial  
Bank, successor by conversion to Colonial Bank,  
N.A.**

By: Donald M. Warren

Donald M. Warren, as auctioneer and the person conducting the foreclosure sale for Branch Banking and Trust Company as successor in interest to Colonial Bank by asset acquisition from the FDIC, as receiver for Colonial Bank, successor by conversion to Colonial Bank, N.A.

  
20131218000484320 4/6 \$32.00  
Shelby Cnty Judge of Probate, AL  
12/18/2013 02:01:21 PM FILED/CERT

**DONALD M. WARREN**



Donald M. Warren, as auctioneer and the person conducting the foreclosure sale for Branch Banking and Trust Company as successor in interest to Colonial Bank by asset acquisition from the FDIC, as receiver for Colonial Bank, successor by conversion to Colonial Bank, N.A.

**STATE OF ALABAMA     )**

**JEFFERSON COUNTY     )**


I, the undersigned, a Notary Public in and for said State and County, hereby certify that Donald M. Warren, whose name as auctioneer and the person conducting the foreclosure sale for Branch Banking and Trust Company as successor in interest to Colonial Bank by asset acquisition from the FDIC, as receiver for Colonial Bank, successor by conversion to Colonial 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 this conveyance, he, in his capacity as such auctioneer, and with full authority, executed this instrument voluntarily on the day the same bears date.

Given under my hand and official seal this the 18th day of December 2013.

  
NOTARY PUBLIC

[SEAL]

My commission expires: 6/20/17

  
20131218000484320 5/6 \$32.00  
Shelby Cnty Judge of Probate, AL  
12/18/2013 02:01:21 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 Foresight Development LLC Grantee's Name Branch Banking & Trust Co.  
Mailing Address c/o Bill Torman LLP Mailing Address 1522 Gross Road  
420 North 20th Street Mesquite, Texas 75149  
Birmingham AL, 35203  
Property Address Mitoba Trail Date of Sale 12/18/13  
Delham, Alabama Total Purchase Price \$  
or  
Actual Value \$ 165,750  
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

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 12/18/13

Print Donald M. Warner

Sign Donald M. Warner

Unattested

by)

(Grantor/Grantee/Owner/Agent) circle one



20131218000484320 6/6 \$32.00  
Shelby Cnty Judge of Probate, AL  
12/18/2013 02:01:21 PM FILED/CERT

Form RT-1