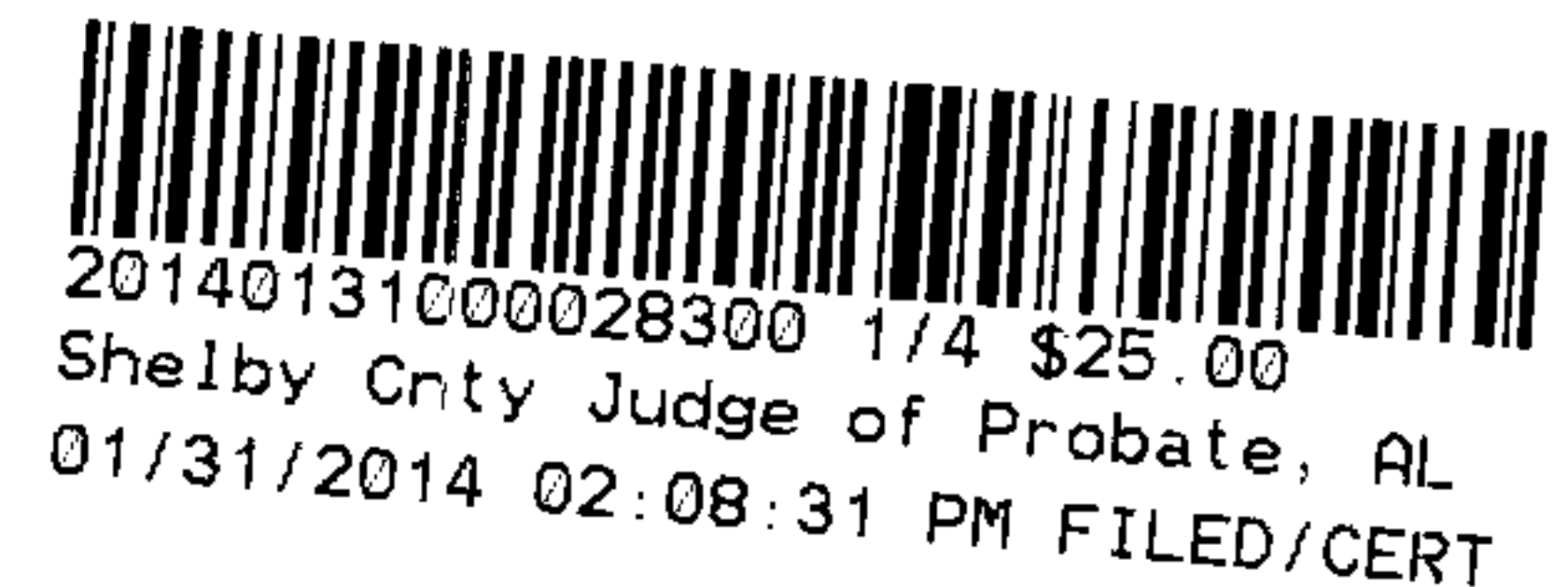


MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)

SHELBY COUNTY)



WHEREAS, on, to-wit: **September 21, 2007, David Smelcer and Joyce Smelcer, His Wife**, (herein called MORTGAGOR), did execute and deliver to **FIRST FINANCIAL BANK, a corporation**, (hereinafter called MORTGAGEE), a certain mortgage on the hereinafter described real estate to secure an indebtedness of **\$180,000.00** therein described, said mortgage being of record in **Instrument #20071008000468620, in the Probate Office of Shelby County, Alabama**, and,

WHEREAS, under the terms and provisions of said mortgage the said Mortgagee was authorized and empowered upon default in the payment of said indebtedness, to sell said real estate at public sale at the **Main Street entrance of the Shelby County Courthouse at Columbiana, Alabama**, to the highest bidder for cash, after first having mailed notice to Mortgagor and after first having given notice of the time, place and terms of sale by advertisement for three (3) successive weeks in **THE SHELBY COUNTY REPORTER**, a newspaper of general publication published in **Shelby County, Alabama**; and

WHEREAS, Mortgagors did fail and default in the payment of the indebtedness described in and secured by said mortgage and said indebtedness did thereby become in default and said mortgage was thereby subject to foreclosure; and,

WHEREAS, the said Mortgagee, upon default in the payment of the indebtedness did declare the entire indebtedness due and payable and elected to foreclose said mortgage; and

WHEREAS, Mortgagee did give said thirty (30) day written notice as required by said mortgage and did thereafter advertise and give notice of the sale of said real estate under the terms and conditions of said mortgage by advertising notice of the time, place and terms of sale in **THE SHELBY COUNTY REPORTER**, a newspaper of general circulation published in **Shelby County, Alabama**, said notices appearing in said newspaper once a

Mortgage Foreclosure Deed
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week for three (3) successive weeks, on **January 8, January 15 and January 22, 2014**, said notices stated that said real estate, describing it, would be sold at public auction to the highest bidder for cash during the legal hours of sale on **January 31, 2014 at the Main Street entrance of the Shelby County Courthouse, at Columbiana, Alabama**; and

WHEREAS, on **January 31, 2014**, within the legal hours of sale at the **Main Street entrance of the Shelby County Courthouse, at Columbiana, Alabama**, the Auctioneer offered the property for sale in parcels and not en masse, there being no bidders present, the said Shelby County real estate was offered for sale at public auction by V. Edward Freeman, II, who was and is the attorney for Mortgagee and acted as auctioneer in conducting said sale, and at said sale was sold to First Financial Bank for the total sum of **\$152,150.00**, said amount being the highest, best and last bid offered for said real estate, as follows:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned V. Edward Freeman, II, as Attorney for Mortgagee and as auctioneer conducting said sale, for and in consideration of the premises and the sum of **\$152,150.00**, do hereby grant, bargain, sell and convey unto FIRST FINANCIAL BANK, all of the right, title and interest of the said Mortgagors and of FIRST FINANCIAL BANK, as Mortgagee in and to the following described real estate situated in Shelby County, Alabama, to-wit:

LOT 136 ACCORDING TO THE SURVEY OF SHELBY SPRINGS FARM CAMP WINN SECTOR 2 PHASE 1 AS RECORDED IN MAP BOOK 26 PAGE 6 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Source of Title: Instrument No. 20070222000080340, Shelby County, Alabama.

TO HAVE AND TO HOLD UNTO SAID, FIRST FINANCIAL BANK, its, successors, heirs and assigns, FOREVER, as fully and aforesaid, under and by virtue of the power and authority vested in me as such attorney and auctioneer by the terms of said mortgage.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, as attorney and auctioneer aforesaid, on this 31st day of January, 2014.

FIRST FINANCIAL BANK (SEAL)

By V. Edward Freeman, II
V. Edward Freeman, II
As Attorney and Auctioneer Aforesaid

20140131000028300 2/4 \$25.00
Shelby Cnty Judge of Probate, AL
01/31/2014 02:08:31 PM FILED/CERT

**Mortgage Foreclosure Deed
Page Three**

STATE OF ALABAMA)

JEFFERSON COUNTY)

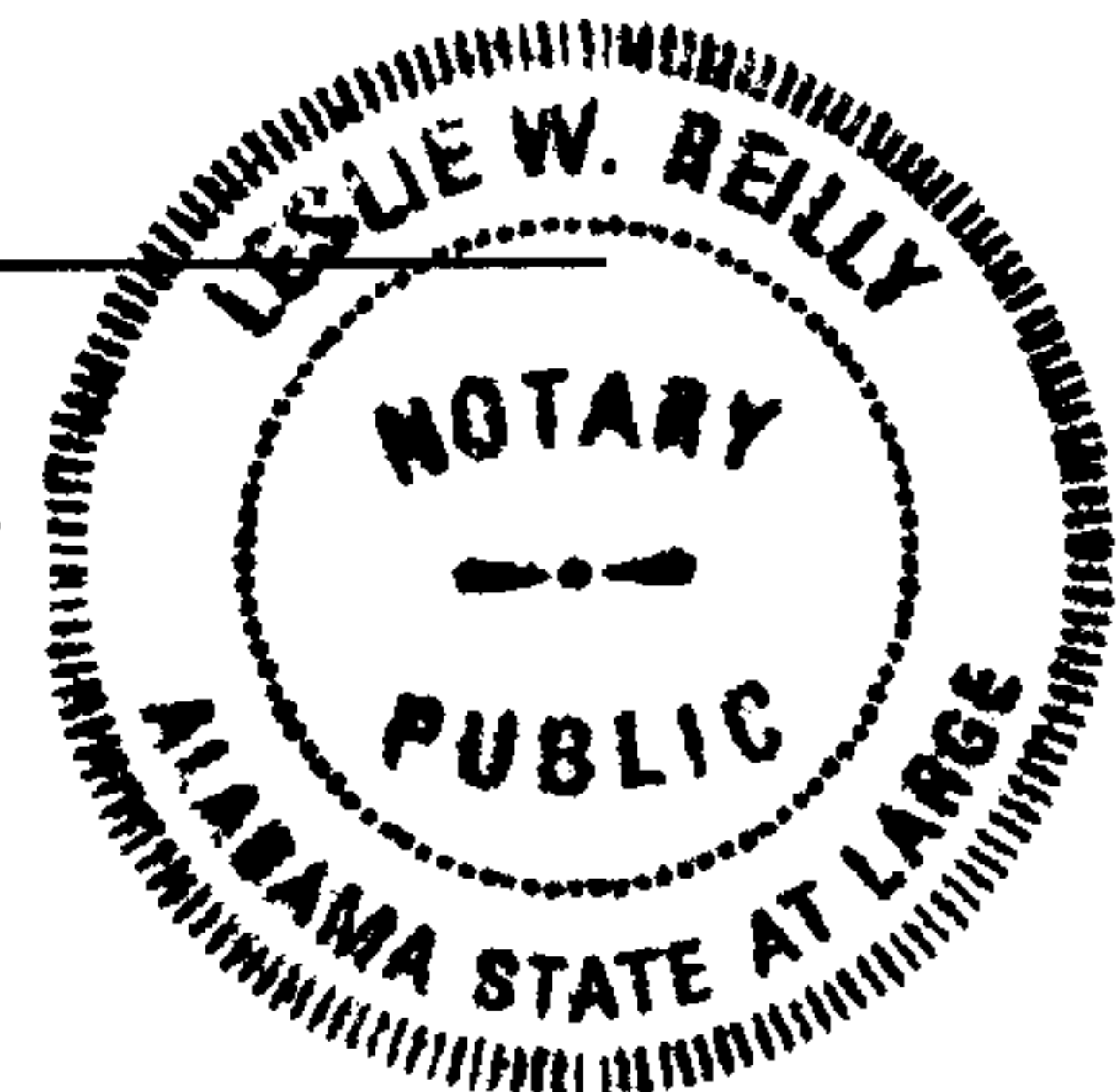
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that V. Edward Freeman, II, whose name as attorney for Mortgagee and Auctioneer conducting the sale described in the above and foregoing conveyance, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, in his capacity as such attorney and auctioneer, executed the same voluntarily on the day the same bears date.

This 31st day of January, 2014.




Notary Public

My commission expires: 2-4-17



**This Instrument prepared by:
V. Edward Freeman, II
Stone, Patton, Kierce & Freeman
118 18th Street North
Bessemer, AL 35020
(205) 424-1150**


20140131000028300 3/4 \$25.00
Shelby Cnty Judge of Probate, AL
01/31/2014 02:08:31 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	<u>David R. Smiler & Jayle Smiler</u>	Grantee's Name	<u>First Financial Bank</u>
Mailing Address	<u>101 Shelby Springs Farm</u> <u>Calera AL 35040</u>	Mailing Address	<u>1630 4th Ave N</u> <u>Birmingham AL 35202</u>
Property Address	<u>Lot 136</u> <u>Shelby Springs Farm</u> <u>Calera AL 35040</u>	Date of Sale	<u>1/31/2014</u>
		Total Purchase Price	\$ <u>Foreclosure</u> <u>152,150</u>
		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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input checked="" type="checkbox"/> Other <u>Foreclosure</u>
<input type="checkbox"/> Closing Statement	

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	<u>1/31/2014</u>	Print	<u>V. Edward Freeman II</u>
<input type="checkbox"/> Unattested		Sign	<u>V. E. Freeman II</u> <u>for grantor</u>
	(verified by)		(Grantor/Grantee/Owner/Agent) circle one

