

INSTRUMENT PREPARED BY:
Mitchell A. Spears
Attorney at Law
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SEND TAX NOTICE TO:
Central State Bank
P.O. Box 180
Calera, AL 35040

MORTGAGE FORECLOSURE DEED


STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that;

WHEREAS, certain Mortgages, for the purpose of securing indebtedness, were executed by BILLY E. SMITH (a/k/a Billy E. Smith, Jr.) and wife, CAROL HARRISON SMITH (a/k/a Carol H. Smith) (the "Mortgagor" therein, whether one or more), dated January 16, 2003 and recorded in Instrument Number 20030117000034080; dated November 30, 2005 and recorded in Instrument Number 2005121200064221; and corrected and re-recorded in Instrument Number 20060206000061040; and Mortgage Modification recorded in Instrument Number 20060918000462190 (Parcel II), and Mortgage dated August 1, 2012 and recorded in Instrument Number 20120814000300550 (Parcel I), in the Office of the Judge of Probate of Shelby County, State of Alabama, and;

WHEREAS, default has been made in the payment of the indebtedness secured by said mortgage deed and amendments, and whereas, in and by said mortgage deed and amendments, the Mortgagee therein named was authorized and empowered upon such default in the payment of the principal sum secured by said mortgage deed and amendments, or the interest thereon, to sell said property to the highest bidder for cash in front of the Courthouse door, after having given due notice of the time, place, and terms of said sale by advertising as provided in said mortgage deed and amendments and upon making such sale to execute to the purchaser a good and sufficient deed conveying said real estate; and;

WHEREAS, there has been such default and the notice of the time, place, and terms of the said sale have been advertised for three (3) consecutive weeks in the SHELBY COUNTY REPORTER, a newspaper published in the CITY OF COLUMBIANA, SHELBY COUNTY, ALABAMA and under the dates of March 12, 19 and 26, 2014, and the sale has been made at public auction in all respects as provided in said mortgage deed and in said notice on, to-wit; March 27, 2014, during the legal hours of sale in front of the Courthouse door in the City of Columbiana, Shelby County, State of Alabama, and at said sale CENTRAL STATE BANK was the highest bidder therefor, having bid and paid the sum of Three Hundred Twenty Nine Thousand Four Hundred Seventy Five and 00/100 (\$329,475.00) DOLLARS, which said amount constituted the last best and highest bid therefor;


20140327000085900 1/4 \$31.00
Shelby Cnty Judge of Probate, AL
03/27/2014 01:57:55 PM FILED/CERT

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Three Hundred Twenty Nine Thousand Four Hundred Seventy Five and 00/100 (\$329,475.00) DOLLARS, in hand paid by CENTRAL STATE BANK, receipt of which is hereby acknowledged, the said Mortgagee, acting by and through MITCHELL A. SPEARS, ATTORNEY-IN-FACT and AUCTIONEER making the sale, who is duly authorized as such by said Mortgage and under the laws of Alabama; to execute a deed to the Purchaser does;

Give, Grant, Bargain, Sell and Convey unto the said CENTRAL STATE BANK, its successors, and assigns, all right, title and interest of Billy E. Smith (a/k/a Billy E. Smith, Jr.) and Carol Harrison Smith (a/k/a Carol H. Smith) in and to the of real property hereinafter described, subject to any taxes, or improvement assessments that may be liens, and subject to the statutory right of redemption expiring one year after March 27, 2014, and subject to existing liens, if any, which might adversely affect title to the subject property, situated in Shelby County, Alabama, to-wit:

PARCEL I:

Lot 230, according to the survey of Yellowleaf Ridge Estates, Second Sector, as recorded in Map Book 21, Page 93 A, B & C, in the Probate Office of Shelby County, Alabama.

PARCEL II:

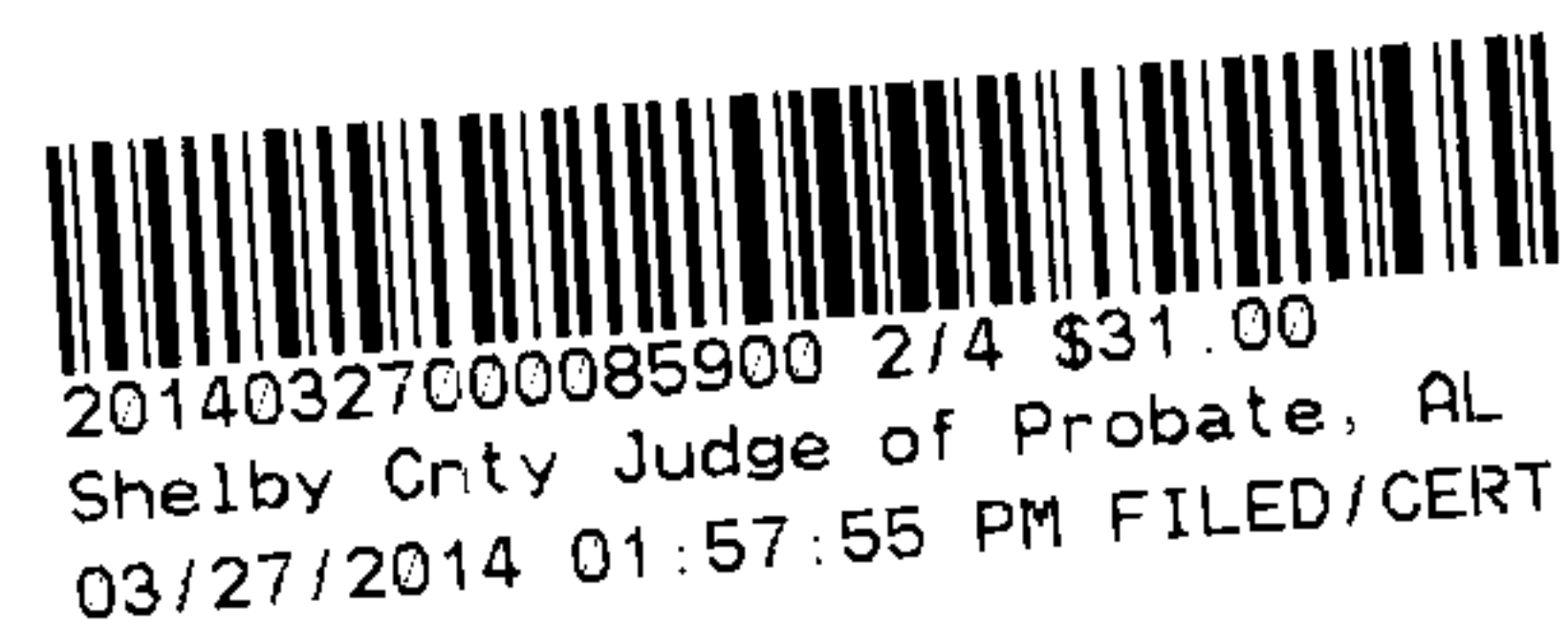
The Southeast Quarter of the Northeast Quarter of Section 34, Township 20, Range 2 West, Shelby County, Alabama.

LESS AND EXCEPT:

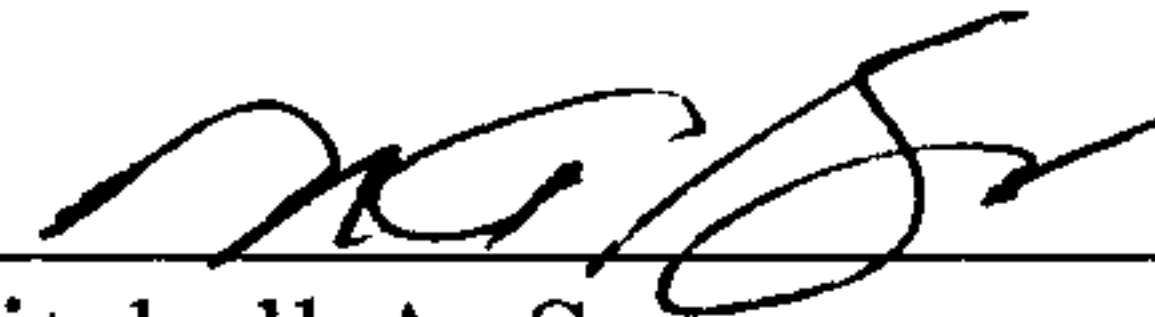
A parcel of land situated in the SE ¼ of the NE ¼ of Section 34, Township 20 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows: Begin at the NE corner of above said ¼-¼, said point being the Point of Beginning; thence North 89 degrees 46 minutes 47 seconds West, a distance of 654.64 feet; thence South 07 degrees 10 minutes 12 seconds West, a distance of 1,331.89 feet; thence South 89 degrees 44 minutes 32 seconds East, a distance of 659.70 feet; thence North 00 degrees 02 minutes 52 seconds West a distance of 1,332.34 feet to the Point of Beginning.

TO HAVE AND TO HOLD, unto the said CENTRAL STATE BANK and its heirs, successors and assigns forever.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set its hand and seal this 27th day of March, 2014, by and through Mitchell A. Spears acting herein as Mortgagee's attorney-in-fact and as auctioneer.



CENTRAL STATE BANK

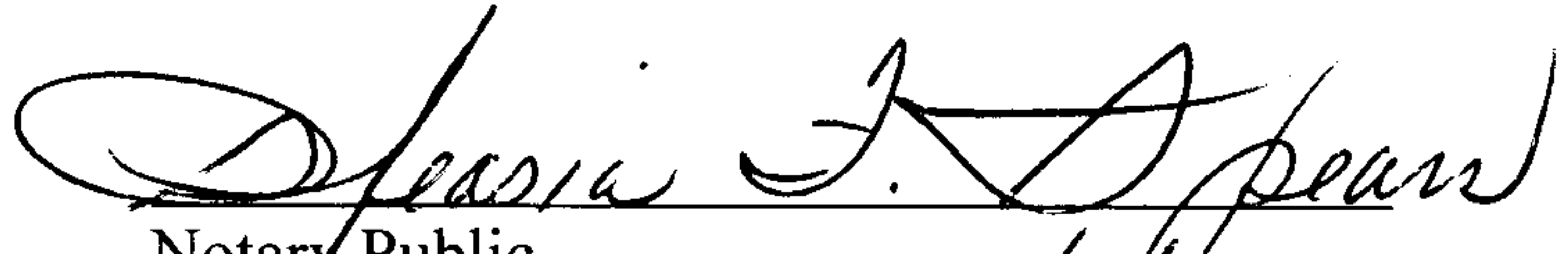


By: Mitchell A. Spears
Attorney-in-Fact and Auctioneer

STATE OF ALABAMA)
COUNTY OF SHELBY)


I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Mitchell A. Spears, whose name as Attorney-in-Fact and Auctioneer 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 Attorney-in-Fact and as Auctioneer, with full authority, and in the name as the act of Central State Bank, as Mortgagee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of March, 2014.



Notary Public

My commission expires: 9/3/2014


20140327000085900 3/4 \$31.00
Shelby Cnty Judge of Probate, AL
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Real Estate Sales Validation Form

Form RT-1

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

Grantor's Name Billy E. Smith, et al
Mailing Address 4962 Hickory Shores Blvd.
Gulf Breeze, FL 32563

Grantee's Name Central State Bank
Mailing Address P. O. Box 180
Calera, AL 35040

Property Address N/A

Date of Sale March 27, 2014
Total Purchase Price \$ 329,475.00
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 Purchased by Mortgagee at Mortgage
Foreclosure Sale

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).

Print Mitchell A. Spears

Dated: March 27, 2014

Sign 
(Grantor/Grantee/Owner/Agent) circle one

