

This instrument was prepared by: ROY M. WEST, ATTORNEY, MANLY & MANLY ATTYS., FRANK NELSON  
BLD., 205 20TH ST. N., SUITE #723, BIRMINGHAM, AL., 35203 (PHONE: 205-251-8151)

STATE OF ALABAMA )  
SHELBY COUNTY )

SEND TAX NOTICE TO:

JAMES L. HUBBARD, c/o Hubbard Properties, Inc.  
2275 Greensprings Highway, Birmingham, AL 35205



20150319000086130 1/3 \$22.00  
Shelby Cnty Judge of Probate, AL  
03/19/2015 11:15:50 AM FILED/CERT

## MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, there was default under that certain mortgage executed by MICHAEL COLE, and CHARNETTA GADLING COLE, a married couple, and continuing under any extension thereof, and continuing after proper notice of default having been rendered, which mortgage was executed by MICHAEL COLE, and CHARNETTA GADLING COLE, a married couple, **mortgagees**, on the 20th day of **MAY, 2011**, said mortgage recorded in the Office of the Judge of Probate of **Shelby County, Alabama**, at 20110524000154420

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 and by applicable law, to sell said property before the Courthouse door, after giving notice of the time, place and terms of said sale in some newspaper published in the City by publication once a week for three (3) consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said mortgage, or applicable law, provided that in case of sale under the said power and authority, 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 or applicable law that the mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgagee, and the said MORTGAGOR did declare all of the indebtedness secured by said mortgage due and payable after delivery of proper notice, and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the **SHELBY COUNTY REPORTER**, a newspaper published in the city of Columbiana, Shelby County, Alabama, in its issues of **FEB. 25, MARCH 4, and MARCH 11, 2015**;

WHEREAS, on March 19, 2015, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, at which time the said foreclosure was duly and properly conducted, and James L. Hubbard, did offer for sale and sell at public outcry in front of the door of the Courthouse in Shelby County, Alabama, the property hereinafter described; and

WHEREAS, ROY M. WEST was the Auctioneer who conducted said sale for the said James L. Hubbard; and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of James L. Hubbard, in the amount of **\$379,037.60** (three hundred seventy nine thousand and thirty seven and 60/100 dollars), which sum of money James L. Hubbard offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to James L. Hubbard, a married man, and which property is not purchased as or for the purpose of homestead; and

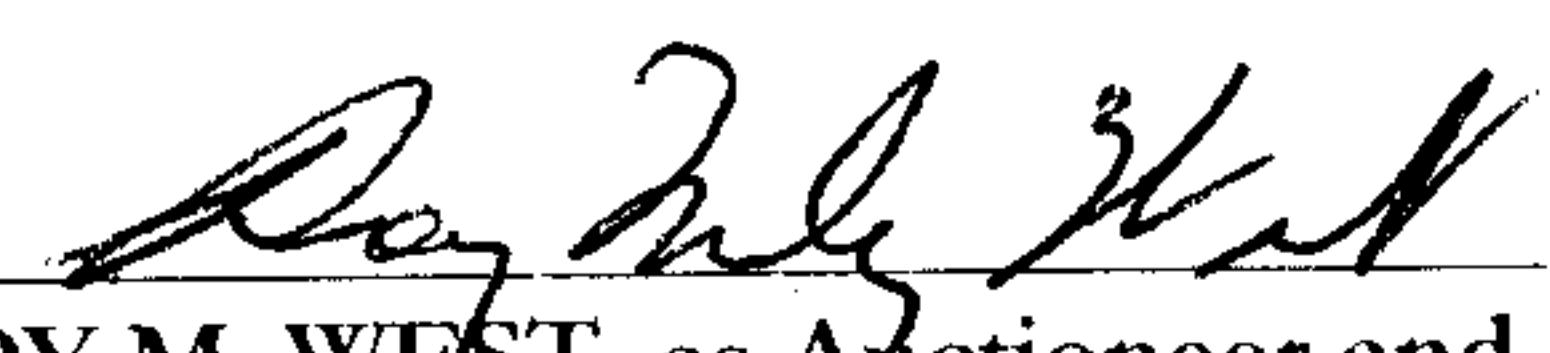
NOW, THEREFORE, in consideration of the premises and of a credit, in the amount of **\$379,037.60** (three hundred seventy nine thousand and thirty seven and 60/100 dollars), on the indebtedness secured by said mortgage, the said James L. Hubbard, by and through ROY M. WEST, as Auctioneer conducting said sale and as attorney in fact for James L. Hubbard, and the said ROY M. WEST, as the Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said James L. Hubbard, a married man, and which property is not purchased as or for the purpose of homestead, the following described property situated in Shelby County, Alabama, to-wit:

Commence at the Northwest corner of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 00 deg. 37 min. 39 sec. West along the West boundary of said Section 28 for a distance of 2257.11 feet (set 1/2" rebar) to a point on the Southerly right-of-way of Shelby County Highway No. 38, said point being the point of beginning. From this beginning point continue South 00 deg. 37 min. 39 sec. West along the West boundary of said section for a distance of 352.34 feet to a 2" pipe in place, said point being located on the Northerly boundary of the CSX Railroad right-of-way; thence proceed North 77

deg. 45 min. 23 sec. East along the Northerly boundary of said railroad right-of-way for a distance of 504.27 feet; thence proceed North 74 deg. 56 min. 19 sec. East along the Northerly boundary of said railroad right-of-way for a distance of 108.82 feet; thence proceed North 72 deg. 17 min. 37 sec. East along the Northerly boundary of said railroad right-of-way for a distance of 72.77 feet; thence proceed North 69 deg. 57 min. 25 sec. East along the Northerly boundary of said railroad right-of-way for a distance of 77.43 feet (set 1/2" rebar); thence proceed North 01 deg. 06 min. 52 sec East for a distance of 22.13 feet; thence proceed North 06 deg. 39 min. 13 sec. East for a distance of 114.78 feet (set 1/2" rebar) to a point on the Southerly right of way of said road; thence proceed Northwesterly along the Southerly right of way of said road and along the curvature of a concave curve left having a delta angle of 22 deg. 50 min. 48 sec. and a radius of 1869.86 feet for a chord bearing and distance of North 87 deg. 23 min. 38 sec. West, 740.67 feet to the point of beginning. The above described land is located in the Southwest one-fourth of the Northwest one-fourth of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto **James L. Hubbard**, subject, however to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF the said **James L. Hubbard** has caused this instrument to be executed by and through **ROY M. WEST**, as Auctioneer conducting said sale, and as attorney in fact, and **ROY M. WEST** as Auctioneer conducting said sale has hereunto set his hand and seal on this the 19<sup>th</sup> day of March, 2015.

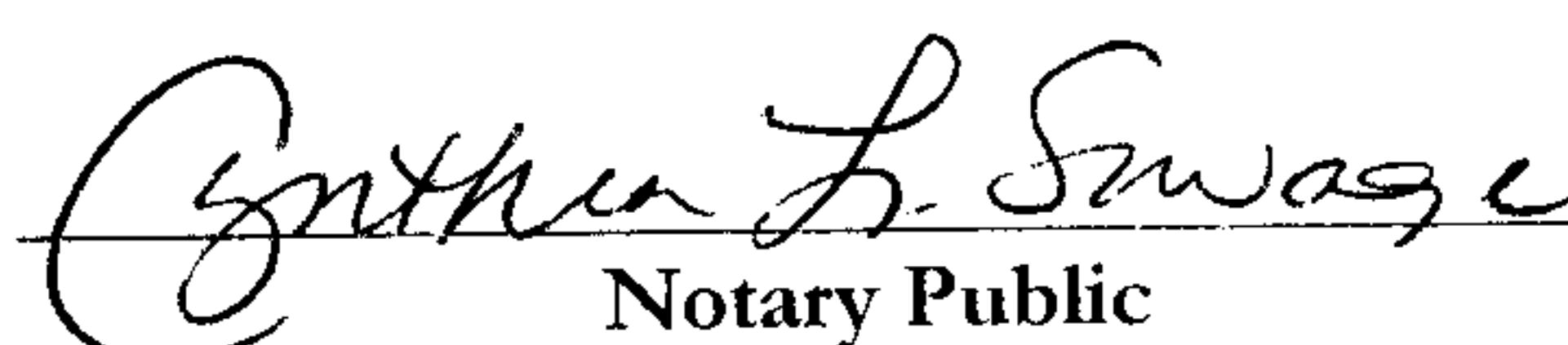
  
\_\_\_\_\_  
ROY M. WEST, as Auctioneer and  
Attorney in Fact

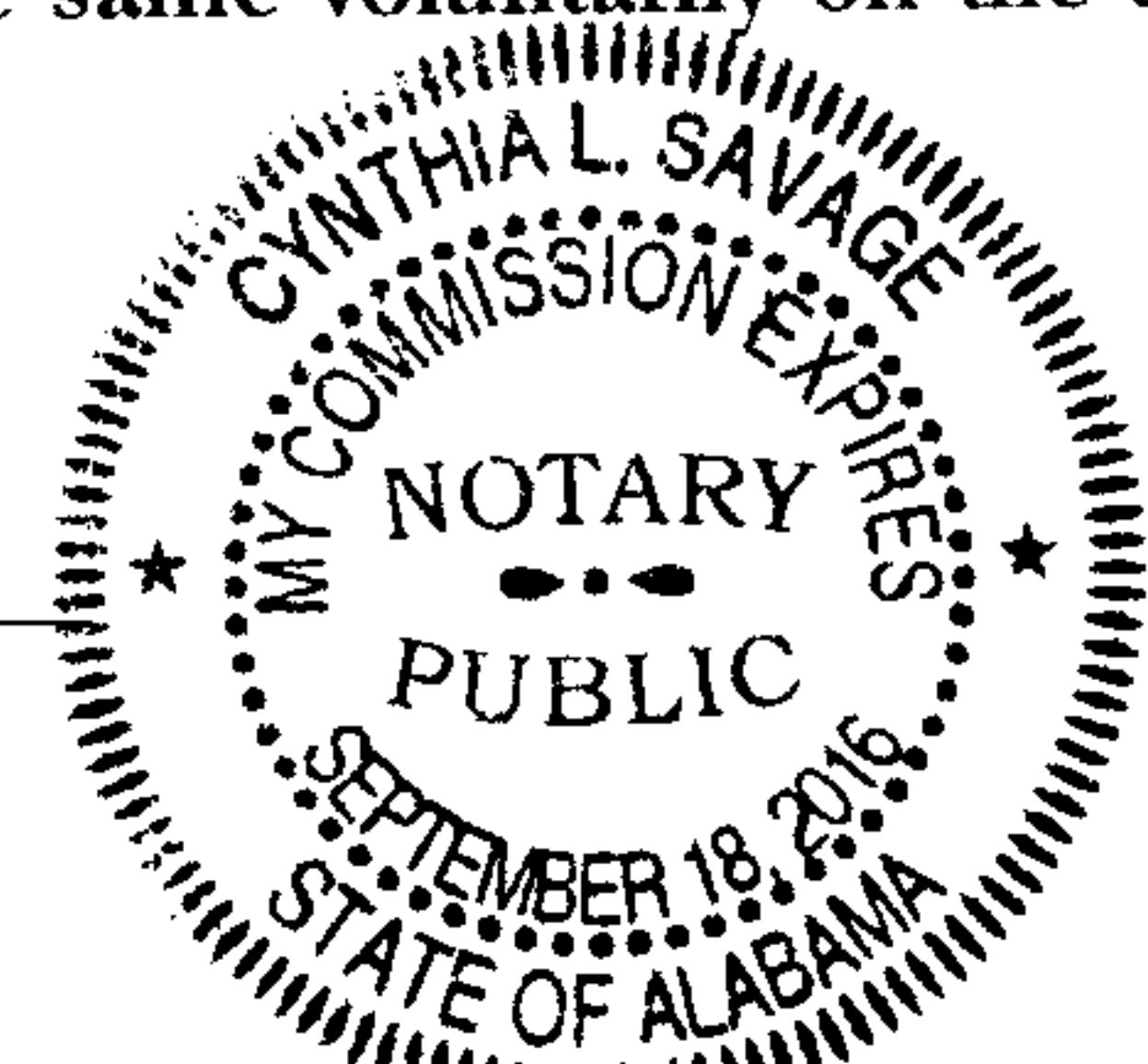
  
\_\_\_\_\_  
ROY M. WEST, as Auctioneer  
conducting said sale

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public for said County & State, hereby certify that **ROY M. WEST**, whose name as Auctioneer and Attorney in Fact for **James L. Hubbard**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me that being informed of the contents of the conveyance, he, in his capacity as said Auctioneer and Attorney in Fact, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19<sup>th</sup> day of March, 2015.

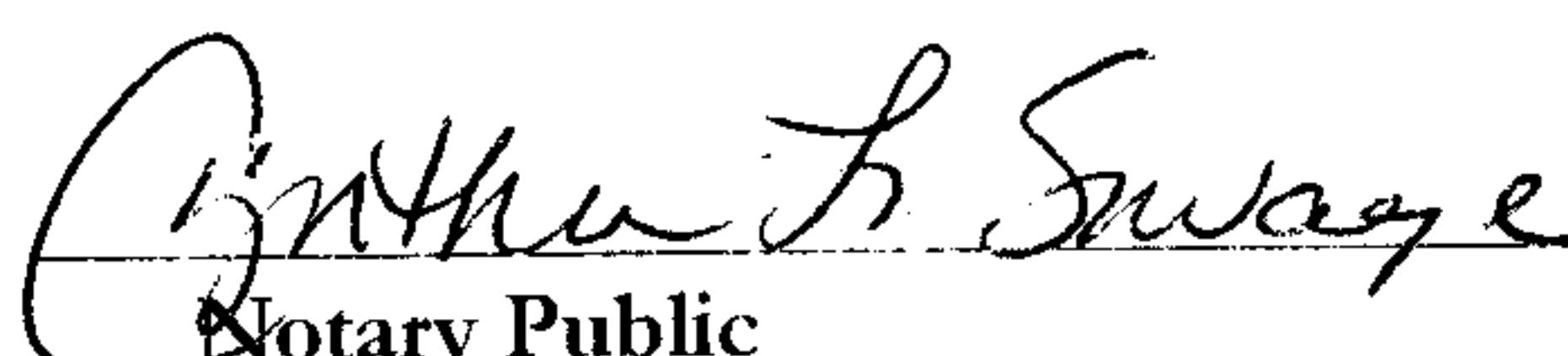
  
\_\_\_\_\_  
Notary Public

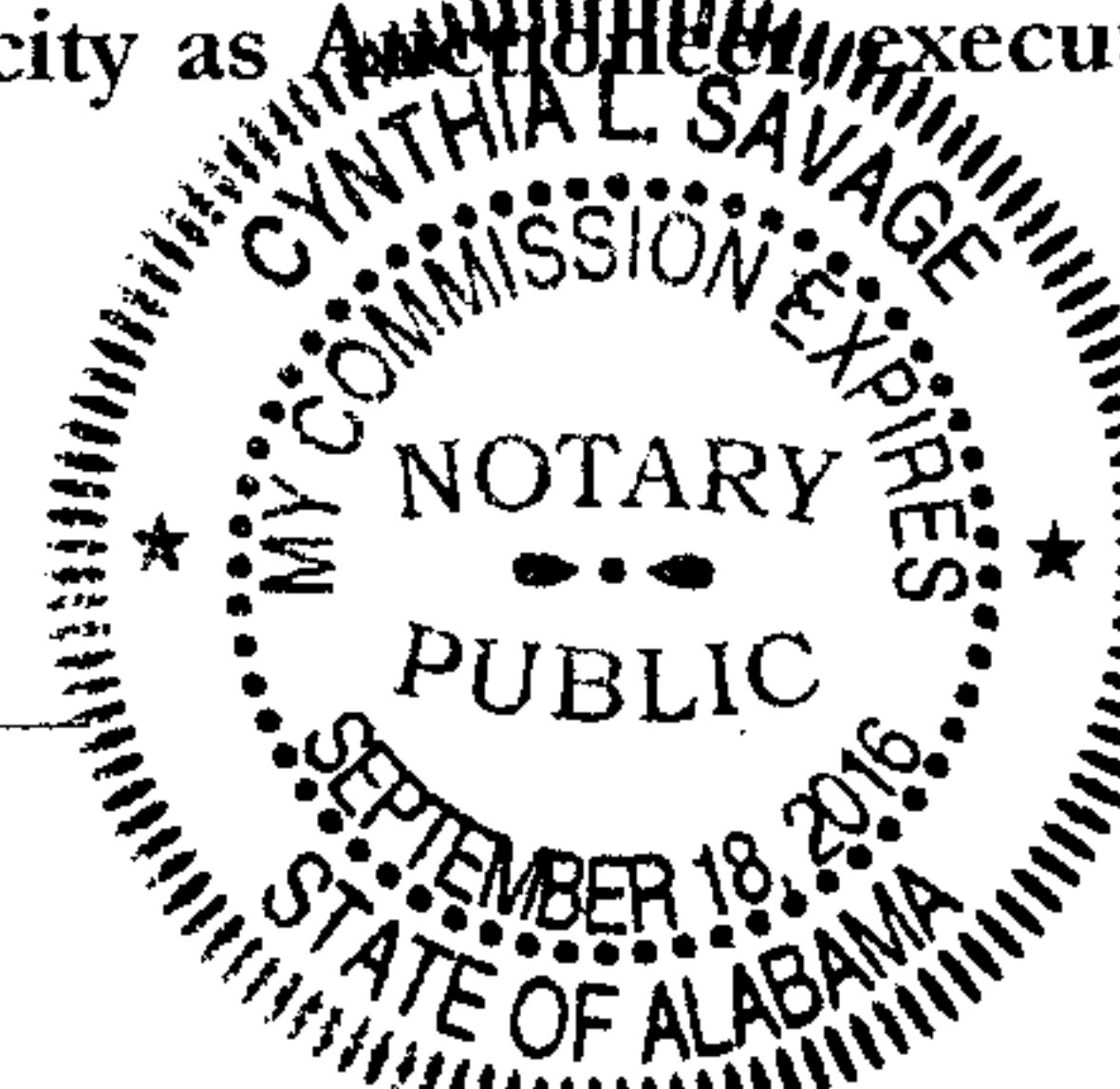


STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public for said County & State, hereby certify that **ROY M. WEST**, whose name as 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 Auctioneer, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal this 19<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_  
Notary Public



  
20150319000086130 2/3 \$22.00  
Shelby Cnty Judge of Probate, AL  
03/19/2015 11:15:50 AM 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 JAMES L. HUBBARD  
Mailing Address c/o Hubbard Properties  
2275 Greensprings Hwy  
Attn: AL 35205

Grantee's Name JAMES L. HUBBARD  
Mailing Address c/o Hubbard Properties  
2275 Greensprings Hwy  
Bham AL 35205

Property Address 11661 Old Hwy 280  
Chelsea AL 35043

Date of Sale 3-19-15  
Total Purchase Price \$ 379,037.60  
or  
Actual Value \$  
or  
Assessor's Market Value \$

  
20150319000086130 3/3 \$22.00  
Shelby Cnty Judge of Probate, AL  
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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 doc

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 3-19-15

Print Ron M. WES

Unattested

Sign Ron M. WES

(verified by)

(Grantor/Grantee/Owner/Agent) circle one