

**THIS INSTRUMENT WAS PREPARED BY:**

Sylvion S. Moss  
GALLOWAY, SCOTT, MOSS & HANCOCK, LLC  
2200 Woodcrest Place, Suite 310  
Birmingham, AL 35209

**SEND TAX NOTICE TO:**

Charles G. Kessler, Jr.  
3505 Bent River Road  
Birmingham, AL 35216

**MORTGAGE FORECLOSURE DEED**

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STATE OF ALABAMA )

:

SHELBY COUNTY )

**KNOW ALL MEN BY THESE PRESENTS**

THAT, on November 8, 2013, Susan H. Sexton executed a mortgage on the real property hereinafter described (the "Property"), in favor of Charles G. Kessler, Jr. ("Mortgagee"), which mortgage was recorded on December 3, 2013 as Instrument #20131203000468930 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, in and by said Mortgage, Mortgagee is authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell the Property before the front or main door of the Courthouse in the City of Columbiana, Shelby County, Alabama, after giving notice by publication of the time, place and terms of said sale, together with a description of the Property to be sold, in a newspaper published in Jefferson County once a week for three (3) consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and further, in case of sale under the power and authority contained in the Mortgage, Mortgagee or any person conducting said sale for Mortgagee is authorized to execute a foreclosure deed conveying title to the purchaser at said sale; and it is further provided in and by the Mortgage that Mortgagee may bid at the sale and purchase the Property if it is the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by the Mortgage, and Charles G. Kessler, Jr. did declare all of the 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 by publication in the *Shelby County Reporter*, a newspaper of general circulation published in Shelby County, Alabama, in its issues of February 10, 17 and 24, 2016;

WHEREAS, the aforesaid published notice showed that the foreclosure sale was to be held during the legal hours of sale on the 9<sup>th</sup> day of March, 2016, and under the terms of said notice said foreclosure was duly and properly conducted between the legal hours of sale on the 9<sup>th</sup> day of March, 2016, and Charles G. Kessler, Jr., as Mortgagee, did offer for sale and sell at public outcry before the front door of the Courthouse in the City of Columbiana, Shelby County, Alabama, the Property described herein; and

WHEREAS, Sylvion S. Moss was the Auctioneer who conducted the said sale for Charles G. Kessler, Jr., and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of Charles G. Kessler, Jr. in the amount of One hundred seventy-two thousand six hundred Six Dollars (\$172,606.00), which sum of money was offered to credit on the indebtedness secured by the Mortgage, and the Property was thereupon sold to Charles G. Kessler, Jr.;

NOW THEREFORE in consideration of the premises and of a credit in the amount of One hundred seventy-two thousand six hundred Six Dollars (\$172,606.00) in partial satisfaction of the indebtedness secured by said Mortgage, Charles G. Kessler, Jr., by and through Sylvion S. Moss as Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL AND CONVEY unto Charles G. Kessler, Jr., an individual, all of his right, title and interest in and to the following described Property situated in Jefferson County, Alabama:

Lots 1, 2 and 3, according to the Survey of Twin Lakes, as recorded in Map Book 40, Page 12 in the Probate Office, Shelby County, Alabama("Property").

This property is sold in an "as-is, where-is" condition and is sold without warranty or recourse expressed or implied as to title, use and/or enjoyment, and is

Subject to:

1. Any easements, building lines, encumbrances and exceptions reflected in the subject mortgage and those contained in the records of the Office of the Judge of Probate of Shelby County, Alabama;
2. all zoning ordinances;
3. matters which would be disclosed by an accurate survey or by an inspection of the property;
4. outstanding taxes, including, but not limited to, ad valorem taxes due or which constitute liens upon said property;
5. special assessments and any home or business owner's association dues;
6. all outstanding bills for public utilities that constitute liens;
7. all restrictive covenants, easements, and rights of way that prime the subject mortgage, recorded or unrecorded;
8. all statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama;
9. any other matters of record superior to the subject mortgage; and

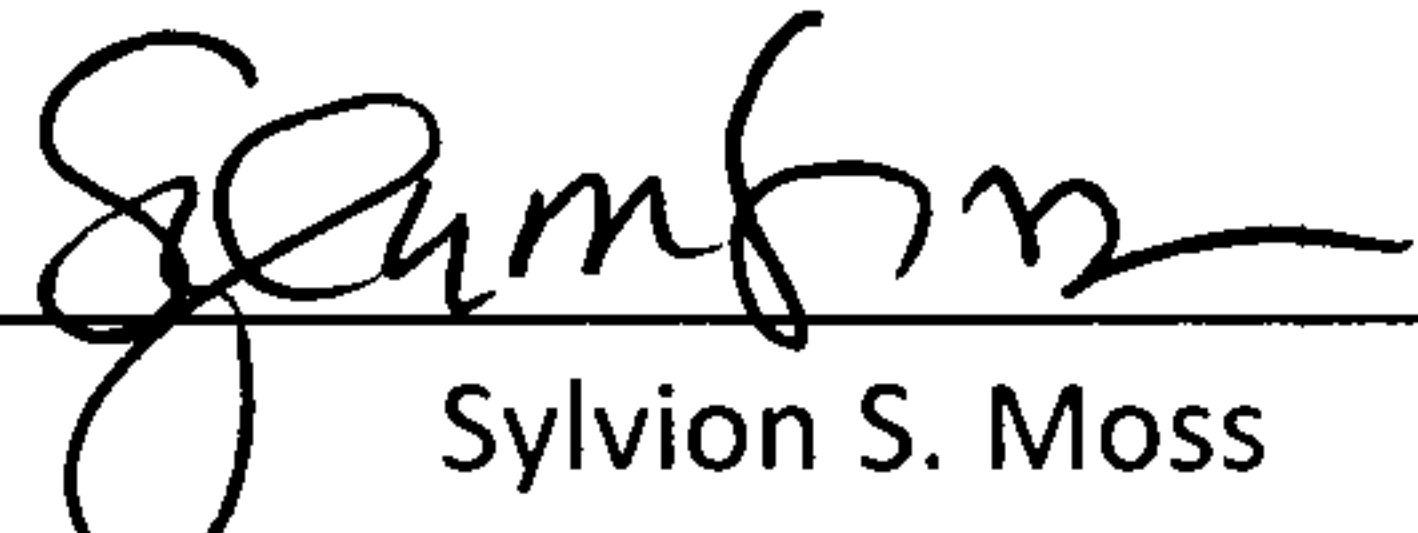


10. any mineral, mining, oil, gas and/or other form of subsurface rights and/or interests not conveyed by the subject mortgage.

TO HAVE AND TO HOLD the above described property unto Charles G. Kessler, Jr., his successors and assigns, forever, together with all and singular the improvements thereon and the rights and appurtenances thereto in anywise belonging to the said Grantee, his heirs, personal representatives and assigns.

IT IS EXPRESSLY provided that the sale of Property set forth herein is only in partial satisfaction of the debt secured by the Mortgage, and that a deficiency remains to be paid on the indebtedness secured thereby.

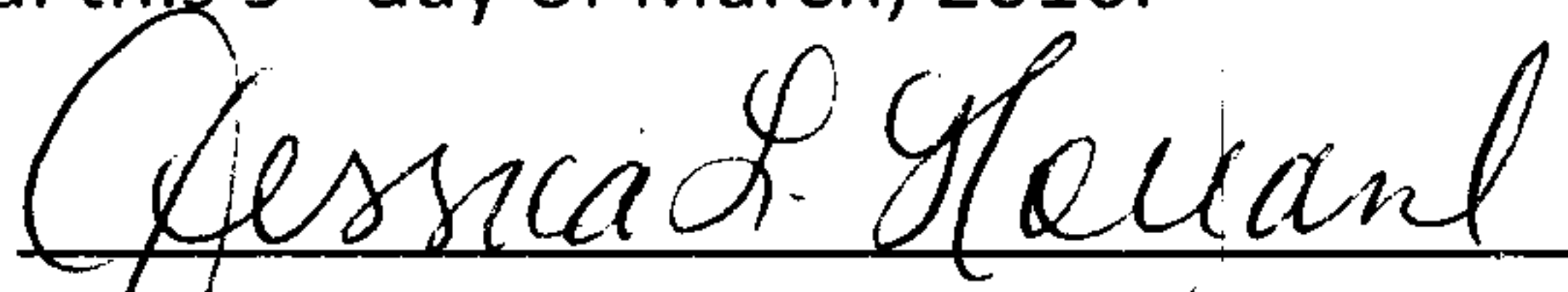
IN WITNESS WHEREOF, Charles G. Kessler, Jr. has caused this instrument to be executed by and through Sylvion S. Moss, as Auctioneer, conducting said sale, and Sylvion S. Moss as both attorney-in-fact and Auctioneer has hereto set her hand and seal on this the 9<sup>th</sup> day of March, 2016.


BY:  (Seal)  
Sylvion S. Moss  
As Auctioneer and Attorney in Fact

STATE OF ALABAMA )  
:  
SHELBY COUNTY )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Sylvion S. Moss, whose name as Auctioneer and Attorney in Fact for Charles G. Kessler, Jr., 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, she, in her capacity as such 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 9<sup>th</sup> day of March, 2016.

  
Notary Public  
My Commission Expires: 4/22/18

  
20160309000076910 3/4 \$24.00  
Shelby Cnty Judge of Probate, AL  
03/09/2016 01:49:43 PM FILED/CERT

**PROPERTY ADDRESS:**

5759 Highway 61  
Wilsonville, AL 35186-7859  
*[Accuracy of address is not warranted]*

**GRANTOR'S ADDRESS:**

Charles G. Kessler, Jr.  
3505 Bent River Road  
Birmingham, AL 35216

**GRANTEE'S ADDRESS:**

Charles G. Kessler, Jr.  
3505 Bent River Road  
Birmingham, AL 35216



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