


STATE OF ALABAMA
COUNTY OF SHELBY


20161130000436170 1/6 \$33.00
Shelby Cnty Judge of Probate, AL
11/30/2016 09:03:49 AM FILED/CERT

MORTGAGE FORECLOSURE DEED

KNOW ALL PERSONS BY THESE PRESENTS, that:

WHEREAS, DONN EUGENE PULSIFER and MANDI ZIEGLER PULSIFER, a married couple, executed and delivered that certain Mortgage dated July 7, 2008 to TRIAD FINANCIAL SERVICES, INC., which said Mortgage is recorded in Instrument No. 2008071000279350, and assigned to ATLANTIC COAST BANK (hereinafter called the "Mortgagee") by that certain Collateral Assignment of Note and Real Estate Mortgage dated July 7, 2008, and recorded at Instrument No. 20081024000417070, all recording references to the Shelby County, Alabama, Probate Court records (collectively, the "Mortgage"); and

WHEREAS, default was made in the payment of the indebtedness secured by the Mortgage and the Mortgagee declared all of the indebtedness secured by the Mortgage due and payable; and, whereas such indebtedness currently remains due and unpaid; and

WHEREAS, the Mortgage provided that upon the happening of any default in the payment of the indebtedness secured thereby, the Mortgagee was vested with the right to sell the property described in the Mortgage, at public outcry, for cash, after giving notice of the time, place and terms of such sale by publication once a week for three successive weeks prior to sale in a newspaper published in Shelby County, Alabama; and

WHEREAS, said notice was given by publication in the *Shelby County Reporter*, a newspaper of general circulation published in Shelby County, Alabama, in its issues of November 9, November 16 and November 23, 2016; and

WHEREAS, on November 28, 2016, the day on which the foreclosure sale was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure sale was duly and properly conducted, and the Mortgagee offered for sale at public outcry in front of what is considered (for the purpose of foreclosure sales) the main entrance to the Shelby County, Alabama Courthouse located in Columbiana, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid for cash obtained for the property described in the Mortgage was the Mortgagee's bid in the total amount of \$80,000.00, and said property was thereupon sold to the said Mortgagee.

NOW, THEREFORE, in consideration of the foregoing premises and the Mortgagee's bid in the amount of \$80,000.00, DONN EUGENE PULSIFER and MANDI

ZIEGLER PULSIFER, acting by and through the Mortgagee, and the Mortgagee, by Joshua D. Arnold, as the duly appointed auctioneer for the Mortgagee and as the person conducting said sale for the Mortgagee, does hereby GRANT, BARGAIN, SELL and CONVEY unto the Mortgagee, ATLANTIC COAST BANK and its successors and assigns, the following described real property situated in Shelby County, Alabama:

This property is situated in the Southeast Quarter of the Southwest Quarter of Section 8, Township 22 South, Range 1 East Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest corner of the Southeast Quarter of the Southwest Quarter of above said Section 8; thence South 88 degrees 44 minutes 17 seconds East a distance of 164.89 feet to the point of beginning; thence South 88 degrees 45 minutes 13 second East for a distance of 168.84 feet; thence South 00 degrees 13 minutes 31 seconds West for a distance of 168.59 feet; thence North 0 degrees 12 minutes 9 seconds East for a distance of 541.14 feet to the point of beginning.

This parcel contains 2.09 acres more or less.

Three Ingress/Egress and Utility Easements situated in the Southeast Quarter of the Southwest Quarter of Section 8, Township 22 South, Range 1 East, Shelby County, Alabama and being more particularly described as follows:

Easement A

Commence at the Northwest corner of the Southeast Quarter of the Southwest Quarter of above said Section 8; thence South 88 degrees 44 minutes 17 second East, a distance of 164.89 feet; thence South 00 degrees 12 minutes 09 seconds West a distance of 12.42 feet to the point of beginning; thence continue along the last described course, a distance of 15.01 feet; thence South 88 degrees 28 minutes 17 seconds West a distance of 114.00 feet; thence South 68 degrees 06 minutes 28 seconds West a distance of 16.70 feet; thence South 25 degrees 43 minutes 03 seconds West a distance of 13.05 feet; thence South 06 degrees 06 minutes 08 seconds West a distance of 162.97 feet; thence South 05 degrees 32 minutes 13 seconds West a distance of 94.01 feet; thence South 16 degrees 59 minutes 09 seconds West a distance of 13.15 feet; thence North 00 degrees 06 minutes 28 seconds East a distance of 128.75 feet; thence North 06 degrees 08 minutes 08 seconds East a distance of 144.44 feet; thence North 25 degrees 43 minutes 03 seconds East a distance of 21.46 feet; thence North 68 degrees 06 minutes 28 seconds East a distance of 25.21 feet; thence North 88 degrees 28 minutes 17 seconds East a distance of 117.15 feet to the point of beginning.



20161130000436170 2/6 \$33.00
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Easement B

Commence at the Northwest corner of the Southeast Quarter of the Southwest Quarter of above said Section 8; thence South 88 degrees 44 minutes 17 seconds East, a distance of 164.89 feet; thence South 00 degrees 12 minutes 09 seconds West a distance of 12.42 feet; thence continue along the last described course, a distance of 15.01 feet; thence South 88 degrees 28 minutes 17 seconds West a distance of 114.00 feet; thence South 68 degrees 06 minutes 28 seconds West a distance of 16.70 feet; thence South 25 degrees 43 minutes 03 seconds West a distance of 13.05 feet; thence South 06 degrees 08 minutes 08 seconds West a distance of 162.97 feet; thence South 05 degrees 32 minutes 13 seconds West, a distance of 94.01 feet; thence South 15 degrees 59, minutes 09 seconds West a distance of 13.15 feet to the point of beginning; thence continue along the last described course, a distance of 127.65 feet; thence South 06 degrees 56 minutes 23 seconds West a distance of 54.95 feet; thence South 01 degrees 05 minutes 02 seconds East a distance of 55.76 feet; thence South 05 degrees 50 minutes 20 seconds East a distance of 162.20 feet; thence South 17 degrees 17 minutes 03 seconds East a distance of 85.72 feet; thence South 00 degrees 06 minutes 25 seconds West a distance of 50.18 feet; thence North 17 degrees 17 minutes 03 seconds West a distance of 135.11 feet; thence North 05 degrees 50 minutes 20 seconds West a distance of 164.32 feet; thence North 01 degrees 05 minutes 02 seconds West a distance of 57.44 feet; thence North 06 degrees 56 minutes 23 seconds East a distance of 57.32 feet; thence North 16 degrees 59 minutes 09 seconds East a distance of 140.55 feet; thence North 05 degrees 38 minutes 32 seconds East a distance of 113.78 feet; thence South 00 degrees 06 minutes 28 seconds West a distance of 128.75 feet to the POINT OF BEGINNING.

Easement C

Commence at the Northwest corner of the Southeast Quarter of the Southwest Quarter of above said Section 8; thence South 88 degrees 44 minutes 17 seconds East, a distance of 164.59 feet; thence South 00 degrees 12 minutes 09 seconds West a distance of 12.42 feet; thence continue along the last described course a distance of 15.01 feet; thence South 88 degrees 28 minutes 17 seconds West a distance of 114.00 feet; thence South 68 degrees 06 minutes 28 seconds West a distance of 1670 feet; thence South 25 degrees 43 minutes 03 seconds West a distance of 13.05 feet; thence South 06 degrees 06 minutes 08 seconds West a distance of 162.97 feet; thence South 05 degrees 32 minutes 13 seconds West a distance of 94.01 feet; thence South 16 degrees 59 minutes 09 seconds West a distance of 140.73 feet; thence South 06 degrees 56 minutes 23 seconds West a distance of 54.95 feet; thence South 01 degrees 05 minutes 02 seconds East a distance of 55.76 feet; thence South 05 degrees 50 minutes 20 seconds East a distance of 162.20 feet; thence South 17 degrees 17 minutes 03 seconds East a distance of 85.72 feet to the POINT OF BEGINNING; thence South 00 degrees 06 minutes 26 seconds West a

distance of 362.12 feet; to a point on the Northwesterly right of way line of Shelby County Highway 42; thence North 44 degrees 49 minutes 47 seconds East and along said right of way line a distance of 21.32 feet; thence North 00 degrees 06 minutes 26 seconds East and leaving said right of way line a distance of 346.67 feet; thence North 88 degrees 44 minutes 17 seconds West a distance of 15.00 feet to the POINT OF BEGINNING.

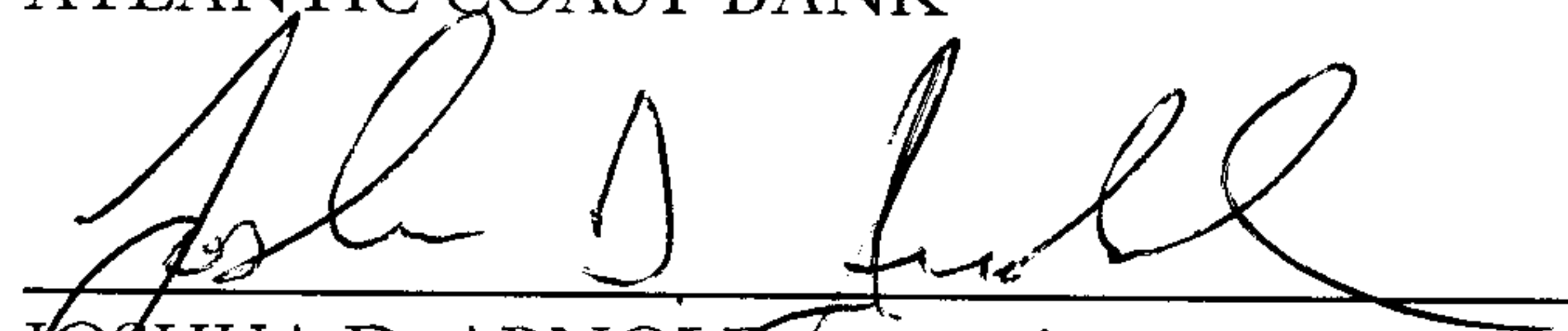
TO HAVE AND TO HOLD the above described property, together with all and singular the rights, tenements, privileges, easements and appurtenances thereunto belonging or in anywise appertaining, unto the said Mortgagee, in fee simple, forever; subject to, however, the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama and applicable federal law, and all liens for taxes.

IN WITNESS WHEREOF, the Mortgagee has caused this Instrument to be executed by Joshua D. Arnold, as auctioneer and the person conducting said sale for the Mortgagee, and in witness whereof, Joshua D. Arnold, has executed this Instrument in his capacity as such auctioneer on the 28th day of November, 2016.

DONN EUGENE PULSIFER and
MANDI ZIEGLER PULSIFER

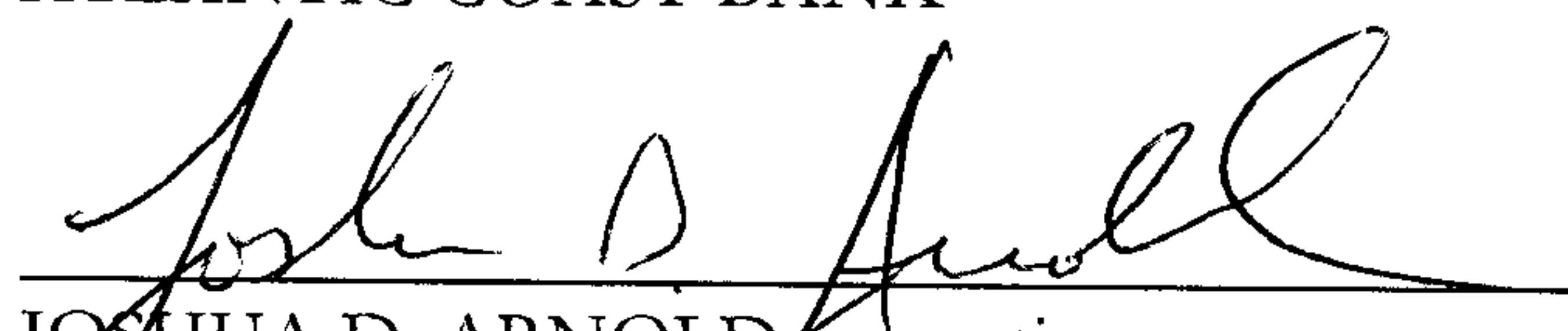
By: ATLANTIC COAST BANK

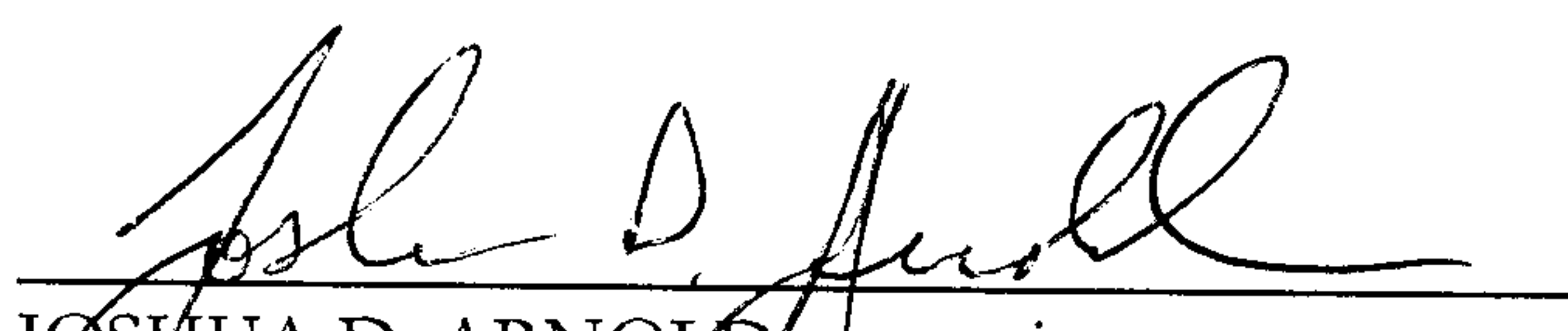
By:


JOSHUA D. ARNOLD, as auctioneer
and the person conducting said sale for the
Mortgagee

ATLANTIC COAST BANK

By:


JOSHUA D. ARNOLD, as auctioneer
and the person conducting said sale for the
Mortgagee


JOSHUA D. ARNOLD, as auctioneer
and the person conducting said sale for the
Mortgagee

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that JOSHUA D. ARNOLD, 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 such auctioneer and with full authority, executed this Instrument voluntarily on the day that bears that same date.

Given under my hand and official seal this the 28th day of November, 2016.

Tammy L. Seale

NOTARY PUBLIC


State of Alabama

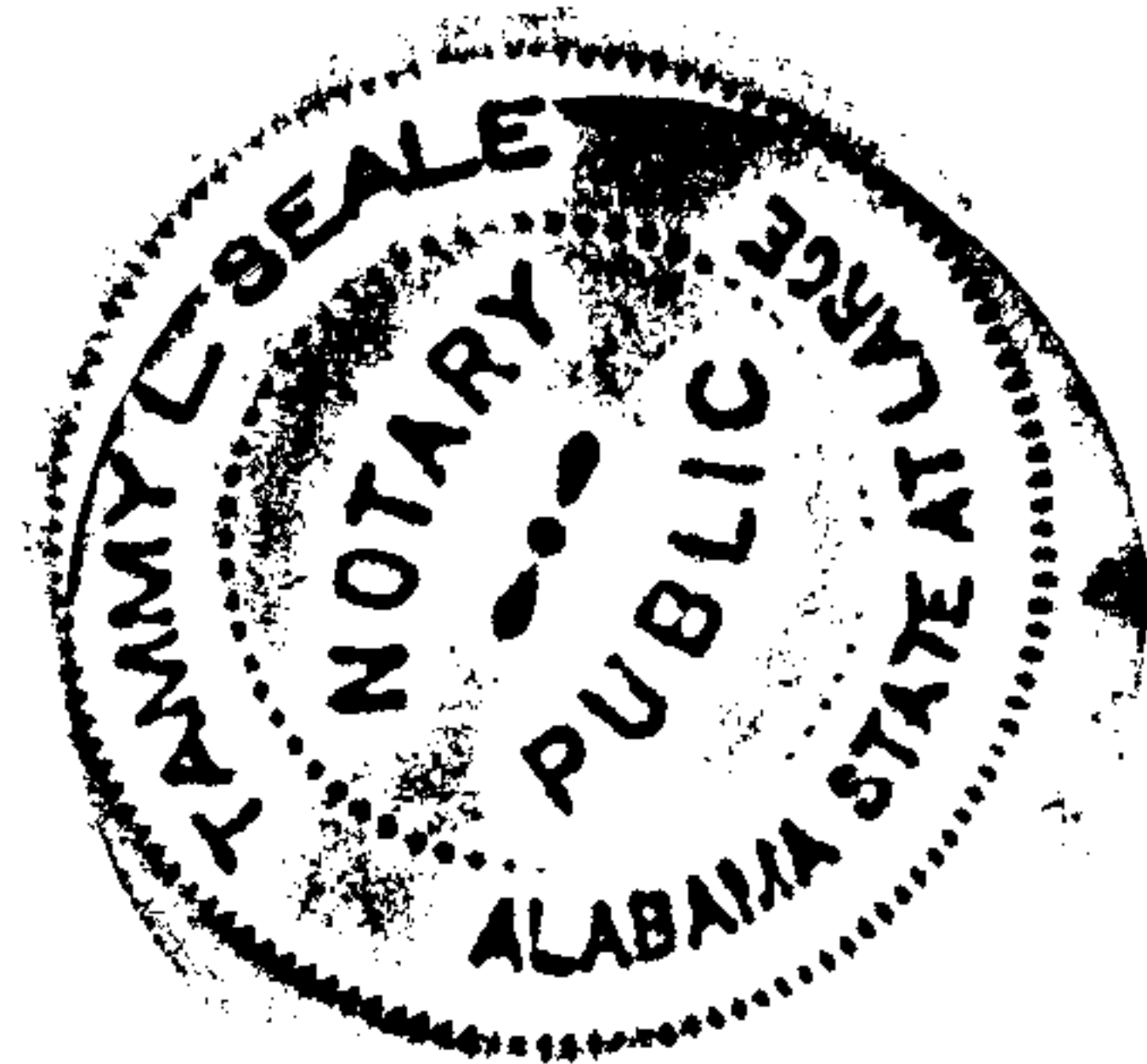
My Commission Expires: 09-09-2019

GRANTORS' ADDRESS:

Donn Eugene Pulsifer
224 Honeysuckle Drive
Shelby, AL 35143

Mandi Ziegler Pulsifer
224 Honeysuckle Drive
Shelby, AL 35143


20161130000436170 5/6 \$33.00
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GRANTEE'S ADDRESS:

Atlantic Coast Bank
P.O. Box 1256
Waycross, GA 31501

PROPERTY ADDRESS:

224 Honeysuckle Drive
Shelby, AL 35143

Instrument prepared by:

E. RUSSELL MARCH, III, ESQ.
Johnstone Adams, LLC
P. O. Box 1988
Mobile, Alabama 36633
Phone: (251) 432-7682

Real Estate Sales Validation Form

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

Grantor's Name Donna Mandy Puckett
Mailing Address 224 MONEY SUCKLE DRIVE
SHAW, AL 35143

Grantee's Name ATLANTIC COAST BANK
Mailing Address P.O. Box 1256
WAY CROSS, GA 31501

Property Address 224 MONEY SUCKLE DRIVE
SHAW, AL 35143

Date of Sale 11-28-2016
Total Purchase Price \$ 80,000.00

or
Actual Value \$ _____

or
Assessor's Market Value \$ _____



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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 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).

Date 11-30-2016

Print James D. Arnold

Sign [Signature]

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

Unattested

(verified by)