

STATE OF ALABAMA)
COUNTY OF SHELBY)


20170104000003070 1/5 \$29.00
Shelby Cnty Judge of Probate, AL
01/04/2017 12:00:31 PM FILED/CERT

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That, whereas, hereto on, to-wit: On the 15th day of June, 2012, Laco Woodworks, Inc., an Alabama corporation and Cole Properties, LLC, an Alabama limited liability company, executed that certain Mortgage and Security Agreement ("Mortgage") to ServisFirst Bank, said Mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama, on the 19th day of June, 2012 in Instrument 20120619000216630. Said Mortgage being amended by that certain Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases dated the 27th day of November, 2012, said Amendment being recorded in the Office of the Judge of Probate of Shelby County, Alabama on the 30th day of November, 2012 in Instrument 20121130000458340; and

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, to sell said property before the Courthouse door in Columbiana, Shelby County, Alabama, after giving notice of time, place and terms of said sale in some newspaper published in said County 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 provided that in case of sale under the power and authority contained in same, 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 that the mortgagee may bid at the sale and purchase said property if the highest bidder therefore; and;

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said mortgagee did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication the Shelby County Reporter, a newspaper published in Shelby County, Alabama, in its issues of December 7, 14 and 21, 2016; and

WHEREAS, on January 4, 2017, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and JAMES G. HENDERSON was the Auctioneer who conducted said sale for ServisFirst Bank, and;

WHEREAS, the highest and best bid for the property described in the aforementioned Mortgage was the bid of SERVISFIRST BANK in the amount of Two Million Forty Seven Thousand Five Hundred Dollars and No/100 (\$2,047,500.00), of which sum of money SERVISFIRST BANK offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to SERVISFIRST BANK, and;

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of Two Million Forty Seven Thousand Five Hundred Dollars and No/100 (\$2,047,500.00), on the indebtedness secured by said mortgage, the said SERVISFIRST BANK, by and through JAMES G. HENDERSON, as Auctioneer conducting said sale and as Attorney-In-fact for SERVISFIRST BANK, and the said JAMES G. HENDERSON, as the Auctioneer conducting said sale, does hereby GRANT, BARGAIN, SELL, AND CONVEY unto the said SERVISFIRST BANK the following property situated in Shelby County, Alabama, to-wit:

Beginning at a found 2" open top pipe comer representing the southwest comer of the southeast quarter of the southeast quarter of Section 18, Township 21 South, Range 2 west, Alabaster, Shelby County, Alabama and run thence North 01 degree 07 minutes 09 seconds West along the west line of said quarter-quarter a distance of 200.00' to a found steel rebar comer; Thence run North 88 degrees 52 minutes 51 seconds East a distance of 310.25' to a found steel rebar comer on the westerly margin of Commercial Court, a fifty foot wide public street; Thence run South 01 degree 07 minutes 09 seconds East along the west margin of said street a distance of 47.63' to the P.C. of a curve to the left having a central angle of 88 degrees 04 minutes 12 seconds and a radius of 180.00'; Thence run along the arc of said curve an arc distance of 250.24' to the P.T. of said curve; Thence run South 89 degrees 11 minutes 30 seconds East along the said margin of said street a distance of 36.06' to the P.C. of a curve to the right having a central angle of 20 degrees 49 minutes 36 seconds and a radius of 125.00' feet; Thence run along the arc of said curve an arc distance of 45.19' to a steel rebar comer; Thence run South 13 degrees 06 minutes 14 seconds East a distance of 494.05' to a steel rebar comer; Thence run South 89 degrees 13 minutes 12 seconds East a distance of 137.44' to a steel rebar comer on the westerly margin of Shelby County Highway No. # 87; Thence run South 14 degrees 27 minutes 11 seconds East along the said west margin of said Highway No. # 87 a distance of 302.89' to a steel comer; Thence run South 82 degrees 34 minutes 13 seconds West a distance of 50.38' to a steel comer; Thence run South 14 degrees 27 minutes 11 seconds East a distance of 50.38' to a steel comer on the northerly margin of Airpark Industrial Road; Thence run South 82 degrees 34 minutes 13 seconds West along said margin of said Road a distance of 292.00' to a steel comer; Thence run North 14 degrees 27 minutes 11 seconds West a distance of 403.90' to a steel comer; Thence run North 16 degrees 53 minutes 46 seconds West a distance of 203.63' to a steel comer; Thence run North 29 degrees 39 minutes 48 seconds West a distance of 353.99' to a steel comer on the south line of Section 18, Township 21 South, Range 2 West; Thence run North 89 degrees 11 minutes 26 seconds West along said Section line a distance of 227.95' to the point of beginning.

Subject to all zoning, easements, restrictions, restrictive covenants and reservations appearing of record. Said sale will also be made subject to any Federal Tax Liens, Ad Valorem Real Estate Taxes and/or Special Assessments of any nature, if any, which might adversely affect the title to the property. The property is being sold "as is, where is." Said property is sold without warranty or recourse, expressed or implied as to title, use, enjoyment or condition.

TO HAVE AND TO HOLD the above described property unto SERVISFIRST BANK and its successors and assigns forever, 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, SERVISFIRST BANK has caused this instrument to be executed by and through JAMES G. HENDERSON, as Auctioneer conducting said sale, and as Attorney-In-Fact, and JAMES G. HENDERSON as Auctioneer conducting said sale, has hereto set his hand and seal on this the 4th day of January, 2017.

ServisFirst Bank

By: 
JAMES G. HENDERSON
Attorney-In-Fact and Auctioneer.

By: 
JAMES G. HENDERSON
Auctioneer conducting said sale.



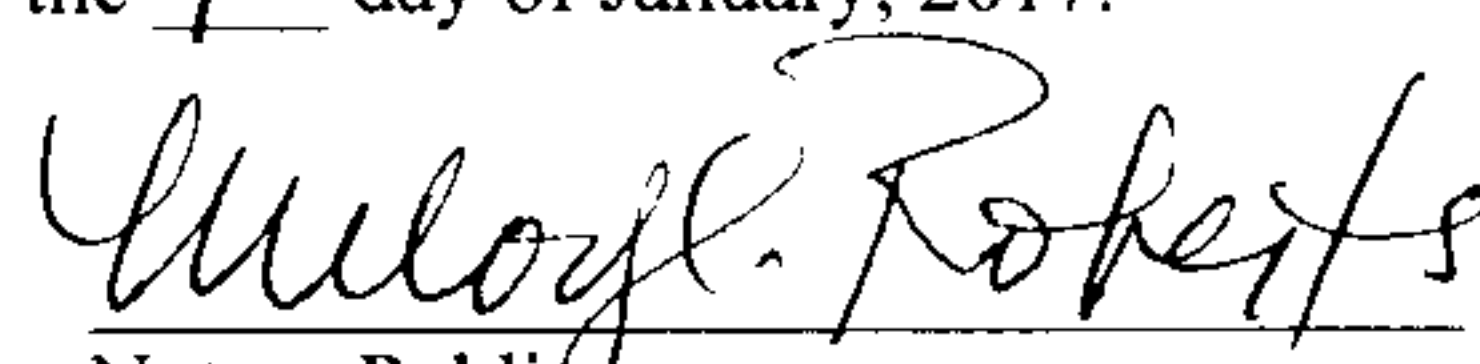
20170104000003070 3/5 \$29.00
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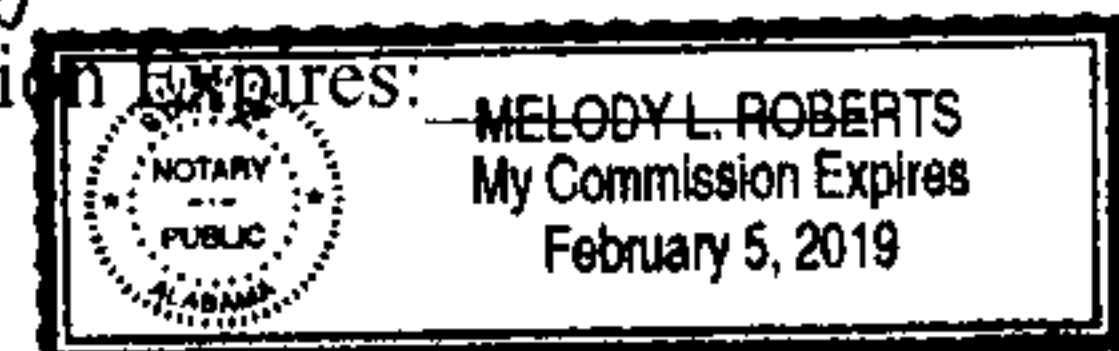
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES G. HENDERSON whose name as Auctioneer and Attorney-In-Fact for ServisFirst Bank, 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 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 the 4TH day of January, 2017.

SEAL


Notary Public
My Commission Expires:



STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, being a Notary Public in and for said County, in said State, do hereby certify that JAMES G. HENDERSON, 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 said conveyance, he, in his capacity as Auctioneer, executed the same voluntarily and with full authority on the day the same bears date.

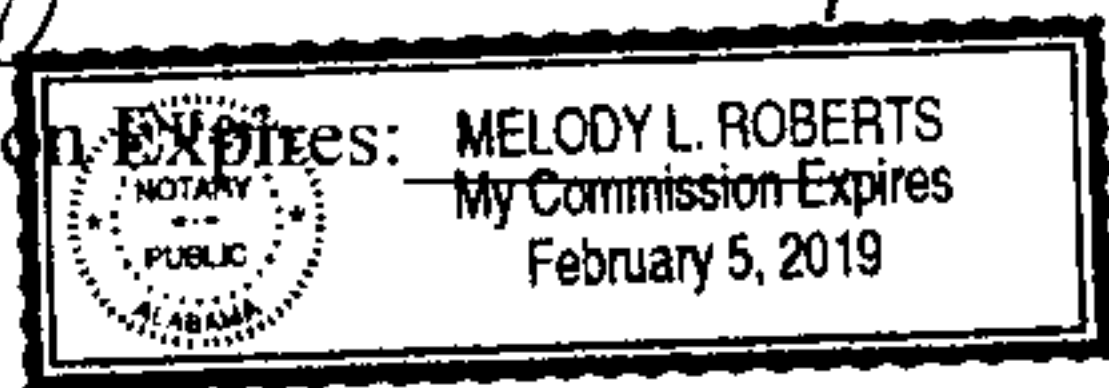
Given under my hand and official seal this the 4TH day of January, 2017.

SEAL

Melody L. Roberts

Notary Public

My Commission Expires:



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This instrument prepared by:
James G. Henderson
Pritchard, McCall & Jones, L.L.C.
1210 Financial Center
505 North 20th Street
Birmingham, AL 35203-2605
(205) 328-9190

Real Estate Sales Validation Form

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

Grantor's Name Laco Woodworks, Inc.
Mailing Address Cole Properties, LLC
100 Airport Industrial Rd.
Alabaster, AL 35007

Grantee's Name ServisFirst Bank
Mailing Address 850 Shades Creek Pkwy.
Suite 200
Birmingham, AL 35209

Property Address Same

Date of Sale 1-4-17

Total Purchase Price \$ 2,047,500.00

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 Mortgage Foreclosure

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 _____

Print James G. Henderson

Sign Attorney-in-Fact

Unattested

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1