


STATE OF ALABAMA

COUNTY OF SHELBY

  
20170928000354080 1/3 \$22.00  
Shelby Cnty Judge of Probate: AL  
09/28/2017 03:06:40 PM FILED/CERT

**FORECLOSURE DEED**

**KNOW ALL PERSONS BY THESE PRESENTS:** That **MIDSOUTH CONTRACTORS, INC., an Alabama Corporation**, on to-wit, December 7, 2006, executed a Mortgage to **METRO BANK**, which Mortgage is recorded in **Book 20061221000621780, Pages 1-8**, in the Office of the Judge of Probate of Shelby County, Alabama; and

**WHEREAS**, default was made in the payment of the indebtedness secured by said Mortgage and the said Mortgagee, **METRO BANK**, did declare all of the indebtedness secured by said Mortgage due and payable and did give due and proper notice of the foreclosure of said Mortgage, in accordance with the terms thereof, by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of September 6, 2017, September 13, 2017, and September 20, 2017; and

**WHEREAS**, on September 27, 2017, 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 Mortgagee, **METRO BANK**, did offer for sale and did sell at public outcry, in front of the Shelby County Courthouse, in the City of Columbiana, Alabama, the property hereinafter described; and

**WHEREAS**, the highest and best bid for cash obtained for the property described in the aforementioned Mortgages was the bid of **METRO BANK**, in the amount of Thirty-Four Thousand and 00/100 Dollars (\$34,000.00), and said property was thereupon sold to the said **METRO BANK**; and

**WHEREAS**, said Mortgage expressly authorized the Mortgagee to bid at the said sale and purchase said property, if the highest bidder therefor, and authorized the Mortgagee or Auctioneer or any person conducting said sale for the Mortgagee to execute to the purchaser at the said sale a Deed to the property so purchased.

**NOW, THEREFORE**, in consideration of the premises and of Thirty-Four Thousand and 00/100 Dollars (\$34,000.00), on the indebtedness secured by said Mortgage, **METRO BANK**, acting by and through Michael T. Atchison, the person conducting the sale for the Mortgagee does hereby grant, bargain, sell and convey unto **METRO BANK**, the following described real estate situated in Shelby County, Alabama, to-wit:

A part of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 23, Township 17 South, Range 1 East, described as follows: Commence at the Northeast corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section and run West along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section 482.00; thence turn 89 degrees 47 minutes left and run southerly 50.00 feet to the point of beginning of the parcel herein described; thence continue running southerly along same course 125.0 feet; thence turn 90 degrees 13 minutes left and run easterly 150.0 feet; thence turn 90 degrees 13 minutes right and run southerly 135.0 feet; thence turn 76 degrees 20 minutes 24 seconds right and run southwesterly 474.30 feet; thence turn 12 degrees 36 minutes 25 seconds left and run southwesterly 191.70 feet; thence turn 3 degrees 26 minutes left and run southwesterly 99.50 feet; thence turn 10 degrees 52 minutes left and run southwesterly 354.60 feet; thence turn 130 degrees 50 minutes right and run northerly 429.25 feet to the southeasterly R.O.W. of a paved public street; thence turn 61 degrees 41 minutes right and run northeasterly along said R.O.W. 316.0 feet; thence 1 degrees 45 minutes right and along said R.O.W. 175.0 feet; thence 2 degrees 39 minutes right and along said R.O.W. 192.0 feet; thence 22 degrees 41 minutes 01 seconds right and along said R.O.W. 225.0 feet to the point of beginning; being situated in Shelby County, Alabama.

A part of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 23, Township 17 South, Range 1 East, described as follows: Commence at the Northeast corner of the NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of said Section 23 and run thence Westerly along the Northern boundary of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 182 feet to a point which point is on the Northern boundary of Lisa Ann Drive;

thence turn to the left an angle of 89 degrees 47 minutes and run Southerly a distance of 50 feet to the Northeast corner of Calvin & Margaret Self's lot; thence continue in the same direction along the Eastern boundary of said Self lot 125 feet to the southeast corner of the Self lot; and the point of beginning; thence continue in the same direction a distance of 135 feet; thence turn to the right an angle of 89 degrees 47 minutes and run westerly 150 feet; thence turn an angle of 90 degrees 13 minutes to the right and run northerly a distance of 135 feet to a point which is the Southwest corner of Self's lot; thence turn to the right and run Easterly along the southern boundary of Self's lot 150 feet to the point of beginning. Also, commence at the northeast corner of the NW ¼ of NW ¼ of Section 23, Township 17 South, Range 1 East; thence measure West along Section line 182 feet; thence 90 degrees 13 minutes South 50 feet; thence turn 90 degrees and run West 150 feet to the point of beginning; thence turn 90 degrees South and run 125 feet; thence turn 90 degrees West a distance of 150 feet; thence turn 90 degrees North and run 125 feet; thence turn 90 degrees East and run 150 feet back to point of beginning. All being situated in Shelby County, Alabama.

**TO HAVE AND TO HOLD THE** above described property unto **METRO BANK**, forever; subject, however, to the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

**IN WITNESS WHEREOF, METRO BANK** has caused this instrument to be executed by Michael T. Atchison, as Auctioneer and the person conducting said sale for the Mortgagee, and in witness whereof the said Michael T. Atchison, has executed this instrument in his capacity as such auctioneer on this the 28th day of Sept, 2017.

Midsouth Contractors, Inc., an Alabama Corporation,  
and Metro Bank

BY: Michael T. Atchison

ITS: Auctioneer and Attorney-in-Fact

BY:   
**MICHAEL T. ATCHISON**

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Michael T. Atchison, acting in her capacity as auctioneer and attorney-in-fact for Midsouth Contractors, Inc., an Alabama Corporation, and Metro 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, she, as such attorney-in-fact and auctioneer, executed the same voluntarily on the day the same bears date.


IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of Sept, 2017.

  
NOTARY PUBLIC

My Commission Expires:  
10/5/2020

**ADDRESS OF GRANTEE:**  
800 Martin Street South  
Pell City, Alabama 35128

THIS INSTRUMENT PREPARED BY:  
**THE LAW OFFICE OF T. BOICE TURNER, JR., LLC**  
1100 Woodstock Avenue – P.O. Box 1124  
Anniston, Alabama 36202  
(256) 235-1901 - (17-334)

  
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# Real Estate Sales Validation Form

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

Grantor's Name Midsouth Contractors, Inc.  
Mailing Address 7318 Parkway Drive  
Leeds, Alabama 35094

Grantee's Name Metro Bank  
Mailing Address 800 Martin Street South  
Pell City, Alabama 35128

Property Address 7318 Parkway Drive  
Leeds, Alabama 35094

Date of Sale September 27, 2017

Total Purchase Price \$ 34,000.00

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

☐ Appraisal

☐ Sales Contract

☒ Other Bid at Foreclosure sale

☐ Closing Statement

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 28 Sept 17

Print Michael T. Atchison

Unattested

Sign

Michael T. Atchison

(verified by)

(Grantor/Grantee/Owner/Agent) circle one



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Form RT-1