

**This Instrument Prepared By:**

Reynolds Legal Solutions, LLC  
300 Richard Arrington Jr. Blvd.  
Suite 503  
Birmingham, AL 35203

**Send Tax Notice to:**

Richard T. Ray and  
Tammy Ray

8085 Hwy 26  
Columbiana, AL 35051

STATE OF ALABAMA     )  
SHELBY COUNTY         )

**TRUSTEE'S DEED**

This indenture, made as of the 17<sup>th</sup> day of February, 2023, between **THOMAS E. REYNOLDS**, as Trustee in bankruptcy for the estate of **Debra Jo McDurmin**, presently pending in the United States Bankruptcy Court for the Northern District of Alabama, Southern Division, Case Number 22-01500-TOM-7 (hereinafter called "Grantor") and **Richard T. Ray and Tammy Ray**, husband and wife, (hereinafter called "Grantees").

**WITNESSETH:**

WHEREAS, Grantor was appointed Interim Trustee in the bankruptcy case of Debra Jo McDurmin in Case Number 22-01500-TOM-7 as evidenced by the Order Appointing Interim Trustee dated July 1, 2022; and

WHEREAS, Grantor continues to serve in said capacity, there having been no election or substitution for the Trustee at the meeting of creditors held under Title 11, U.S.C. §341(a) or since; and

WHEREAS, Grantor did issue notice to all entities named or identified in the Trustee's Motion for Authority to Sell Real Property of the Estate at a Private Sale Free and Clear of Liens and Encumbrances dated February 7, 2022, (Doc. 50) which Motion proposed a sale of the subject property pursuant to 11 U.S.C. § 363(f) (2) (3) and (4); and

WHEREAS, after hearing held and after notice to creditors, the Court did enter its Order dated February 15, 2023, approving and confirming the sale proposed by the Trustee.

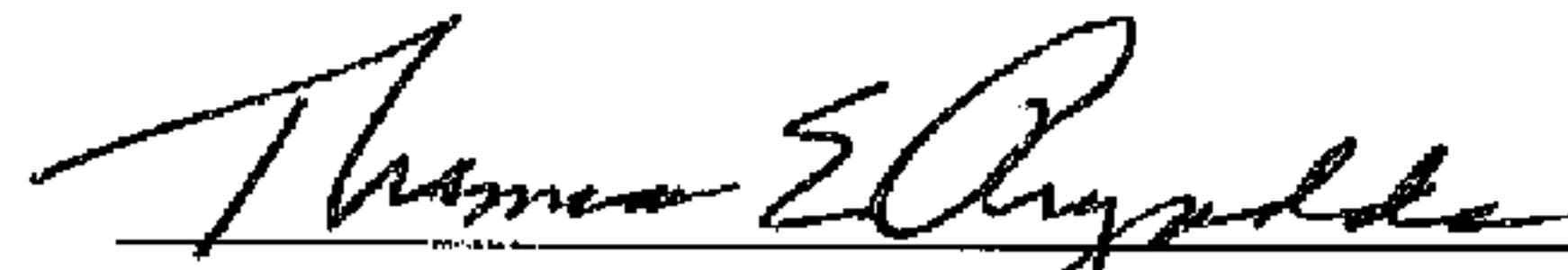
NOW, THEREFORE, by virtue of the power and authority granted the Grantor to sell the Property pursuant to the provisions of 11 U.S.C. §363 (f), and the Court's Order mentioned hereinabove, and in consideration of the sum of Three Hundred Twenty-Five Thousand and no/100 DOLLARS (\$325,000.00), lawful money of the United States, paid from Grantees to Grantor, the Grantor does hereby grant, bargain, sell and convey unto the Grantees all the right, title and interest of the bankruptcy estate, and all the right, title and interest possessed by Debra Jo McDurmin at the time of the filing of the bankruptcy petition in Bankruptcy Case No. 22-01500-TOM-7, together with every contingent remainder and right of reversion, the real property described as follows:

Lot 45, according to the Survey of Hidden Springs, Sector 1, as recorded in Map Book 27, Page 69, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to ad valorem taxes for the current tax year, easements, rights-of-ways, and restrictions appearing of record.

**TO HAVE AND TO HOLD**, the premises herein granted unto the Grantees, as joint tenants with right of survivorship, together with every contingent remainder and right of reversion.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.



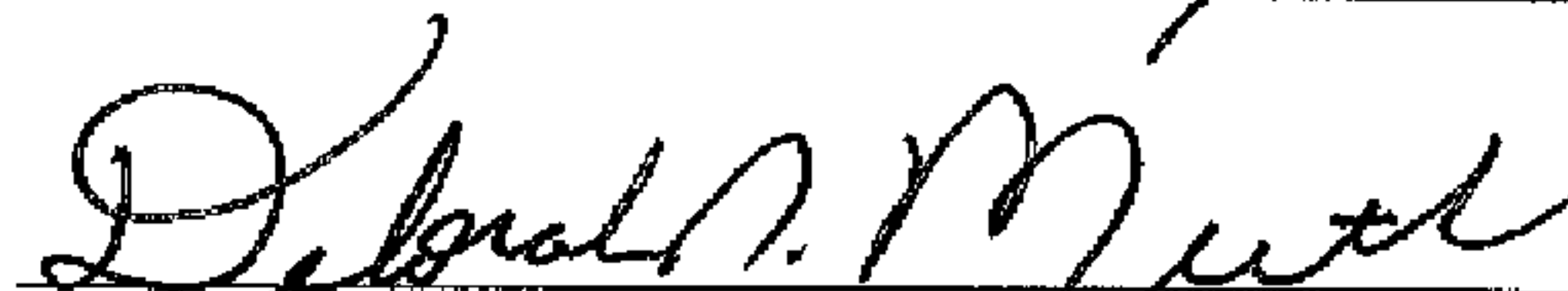
THOMAS E. REYNOLDS,  
As and Only as  
Trustee of the Bankruptcy Estate of  
Debra Jo McDurmin

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **THOMAS E. REYNOLDS**, as Trustee of the Bankruptcy Estate of Debra Jo McDurmin, 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 such conveyance, he, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this the 16<sup>th</sup> day of February, 2023.

[NOTARIAL SEAL]



Notary Public  
My Commission Expires



Trn-501 [Order Appointing Interim Trustee] (Rev. 09/15)

**United States Bankruptcy Court  
NORTHERN DISTRICT OF ALABAMA, SOUTHERN DIVISION**

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**In re:**  
Debra Jo McDurmin  
SSN: xxx-xx-3316

**Case No. 22--01500--TOM7  
Chapter 7**

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**Debtor(s)**

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**ORDER APPOINTING INTERIM TRUSTEE AND  
APPROVING STANDING BOND**

It is **ORDERED** and notice is hereby given that:

1. The following interim trustee is hereby appointed, and the trustee's standing bond is fixed under the general blanket bond heretofore approved.

**Thomas E Reynolds**  
Reynolds Legal Solutions, LLC  
300 Richard Arrington Jr. Blvd. N  
Suite 503  
Birmingham, AL 35203

2. Unless the interim trustee files a rejection of this appointment within seven (7) days following receipt of this order, the trustee will be deemed to have accepted this appointment as provided by Rule 2008.

Dated: July 1, 2022

/s/ Tamara O Mitchell  
United States Bankruptcy Judge

cmh

**UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

<b>IN RE:</b>	)	
	)	
<b>DEBRA JO MCDURMIN,</b>	)	<b>CASE NO: 22-01500-TOM7</b>
	)	<b>CHAPTER 7</b>
	)	
<b>Debtor.</b>	)	
	)	

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**ORDER AUTHORIZING SALE BY TRUSTEE OF REAL PROPERTY  
FREE AND CLEAR OF LIENS AND ENCUMBRANCES**

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This matter came on to be heard on the Trustee's Motion for Authority to Sell Real Property of the Estate at a Private Sale Free and Clear of All Liens and Encumbrances ("Trustee's Motion to Sell") [Doc. 48] on February 15, 2023. Appearing at the hearing were Thomas E. Reynolds, Chapter 7 Trustee ("Trustee"); Frederick M. Garfield, attorney for the Trustee; and Jon Dudeck, attorney for the Bankruptcy Administrator; other appearances as noted in the record. The motion was considered this day after proper and adequate notice of the Trustee's Motion to Sell, which notice was issued upon the granting of the Trustee's Motion to Shorten Time [Doc. 51], on February 7, 2023.

The Trustee's Motion to Sell was supplemented orally and in open Court by Mr. Garfield to correct the partial common address contained in the Motion to Sell to reflect "Drive," not "Street," and to inform the Court and the record of a subsequent assignment and transfer of the AmeriHome Mortgage mortgage to First Community Mortgage, Inc. represented by Paul J. Spina, III.

No objections have been filed with the Court or were voiced at the hearing to the proposed sale (the "Sale"). It further appears to the Court from the Trustee's Motion to Sell, and the Court

so finds, that the proposed Sale and purchase are each made in good faith, and that the Sale is authorized under Section 363(f) of the Bankruptcy Code. Accordingly, the Trustee's Motion to Sell is granted and the Sale proposed by the Trustee to the purchaser identified below be, and the same is hereby, confirmed, and the Trustee is authorized to execute and deliver to the purchaser, upon the payment to the bankruptcy estate of the purchase price shown below, and the proration of the current year's ad valorem taxes, the following described real estate:

Purchaser:	Richard T. Ray and Tammy Ray
Common Description:	Residential real estate located at 223 Briarwood Drive, Columbiana, Alabama 35051
Legal Description:	Lot 45, according to the survey of Hidden Springs, sector 1, as recorded in Map Book 27, Page 69, in the Office of the Judge of Probate of Shelby County, Alabama
Purchase Price:	\$325,000.00

The Sale as confirmed and authorized is an "AS IS" sale (includes improvements, fixtures, appliances, appurtenances and amenities as located thereon) and is specifically free and clear of all of the following liens, encumbrances and interests, to-wit:

- |    |   |  |
|----|---|--|
| a. | AmeriHome Mortgage<br>1 Baxter Way, Ste. 300<br>Thousand Oaks, CA 91362 | Mortgage dated March 24, 2017, from Debra J. McDurmin and Richard E. McDurmin to Mortgage Electronic Registration Systems, Inc./Hometown Lenders, LLC, in the original principal amount of \$243,000.00, filed for record April 4, 2017 and recorded in Instrument No. 20170404000113240, with assignment recorded in Instrument #20200227000113240 to AmeriHome Mortgage Company, LLC, recorded in the Judge of Probate Office, Shelby County, Alabama; and subsequent assignment recorded in Instrument #20221213000449610 to First Community Mortgage, Inc., recorded in the Judge of Probate Office, Shelby County, Alabama. |
|----|---|--|



- |  |  |
|--|--|
| b. Synchrony Bank<br>c/o Jason Patrick, Esq.<br>Rausch Sturm, LLP<br>P.O. Box 312277<br>Enterprise, AL 36331 | Entry of Default and Default Judgment filed for record May 23, 2022 in Instrument #20220523000208200 in the Probate Court of Shelby County, Alabama in the amount of \$8,823.80 plus costs of court with a credit of \$150.00 for payments made subsequent to the filing of the lawsuit. |
| c. Discover Bank<br>c/o John H. Nathan, Esq.<br>P.O. Box 1715<br>Birmingham, AL 35201                        | Judgment filed for record on September 3, 2021, recorded in Instrument #20210903000431410, in favor of Discover Bank against Debbie McDurmin in the amount of \$11,058.71 plus \$0.00 court costs in the Judge of Probate Office, Shelby County, Alabama.                                |

but the Sale shall be specifically subject to the Schedule B - Section 2 and/or standard exceptions shown on the Title Group, Inc., preliminary title commitment dated August 19, 2022 (File No. A-06179) attached to the Trustee's Motion to Sell and incorporated herein by reference.

All valid and unavoidable liens, encumbrances and interests reported by the Trustee shall attach to the proceeds of Sale and shall be paid by the Trustee from the proceeds of Sale. At closing, the Trustee shall pay any past due ad valorem taxes due and owing on the property as well as Trustee pro rata share of the current year's ad valorem taxes. After the Sale is closed and consummated, the Trustee shall promptly pay from the proceeds of Sale, and in full per payment instructions from First Community Mortgage, Inc., as of date of payment, the mortgage lien of AmeriHome Mortgage, and, upon verification of the validity and enforceability of the judgment liens of Synchrony Bank and Discover Bank, and upon receiving payoffs from said judgment lien creditors, the Trustee shall remit payoffs to said judgment lien creditors.

Moreover, and following closing, the Trustee is authorized to make payment from the proceeds of Sale the Court approved commission fees due and owing to Asset Liquidators, Inc./Clydette Hughes, and is further authorized to make payment of the Debtor's homestead exemption in the amount of \$16,450.00.

Notwithstanding the foregoing, after the closing, if there is a legitimate controversy regarding the amount due on any lien or interest, or its priority, then the Trustee shall bring proper proceedings in the Court to resolve same.

The Trustee has requested that the fourteen (14) day stay period be waived under Bankruptcy Rules 6004(h) and 6006(d). No objections having been filed to such request, the stay period under Bankruptcy Rules 6004(h) and 6006(d) is waived and the Trustee shall proceed to a closing to the approved Sale forthwith.

The Trustee shall file with the Clerk of this Court a report of the Sale pursuant to Bankruptcy Rule 6004(f)(1) promptly after the Sale is closed.

IT IS SO ORDERED, this 15<sup>th</sup> day of February, 2023.

/s/ Tamara O. Mitchell

Tamara O. Mitchell  
U.S. Bankruptcy Judge



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 02/17/2023 03:46:32 PM  
 \$368.00 PAYGE  
 20230217000044220

*Allen S. Bayl*

### Real Estate Sales Validation Form

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

Grantor's Name	<u>Debra J. McDurmon</u>	Grantee's Name	<u>Richard L. Ray</u>
Mailing Address	<u>Bsuff Estate</u> <u>223 Briarwood St</u> <u>Columbiana AL 35051</u>	Mailing Address	<u>8085 Hwy 26</u> <u>Columbiana, AL 35051</u>
Property Address	<u>223 Briarwood St</u> <u>Columbiana AL</u> <u>35051</u>	Date of Sale	<u>2-17-23</u>
		Total Purchase Price \$	<u>325,000.00</u>
		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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input checked="" type="checkbox"/> Sales Contract	<input type="checkbox"/> Other
<input type="checkbox"/> 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	<u>2-17-23</u>	Print	<u>M. Lee T. Atchison</u>
Unattested		Sign	<u><i>[Signature]</i></u>
	(verified by)		(Grantor/Grantee/Owner/Agent) circle one

Form RT-1