

STATE OF ALABAMA )

COUNTY OF SHELBY )

THIS FORECLOSURE DEED made this 26<sup>th</sup> day of January, 2010, between PAULA R. WARE, a single woman, Party of the First Part, and HOMESALES, INC., Parties of the Second Part;

WITNESSETH:

WHEREAS, the said PAULA R. WARE, a single woman, heretofore executed to JPMORGAN CHASE BANK, N. A., herein called the Mortgagee, a certain mortgage dated March 25, 2005, and recorded in Document No. 20050329000143470, Probate Records of Shelby County, Alabama, which conveyed the hereinafter described property to secure the indebtedness evidenced by a note, payable in installments, therein described; and

WHEREAS, the Mortgagee has granted, bargained, sold, conveyed and assigned the said mortgage and the indebtedness thereby secured and the property therein described to the CHASE HOME FINANCE LLC, by assignment dated December 22, 2009, and recorded in Document No. 20100104000001610, Probate Records of Shelby County, Alabama, and the Party of the Second Part was owner thereof at the time of the sale hereinafter mentioned; and

WHEREAS, the said mortgage provides that if said indebtedness or any part thereof should remain unpaid at maturity, then the whole of indebtedness shall at once become due and payable and said mortgage be subject to foreclosure, and further provides that in the event of any such default the Mortgagee shall have the authority to sell said property before the Courthouse Door in the City of Columbiana, County of Shelby, State of Alabama, at public outcry for cash after first giving notice by publication once a week for three successive weeks of the time, place and terms of said sale in some newspaper of general circulation published in Shelby County, Alabama, and further provides that in the event of any such sale the person conducting such sale shall have power and authority to execute a deed to the purchaser of said property at such sale; and

WHEREAS, parts of said indebtedness remained unpaid at the respective maturities thereof, and the whole of said indebtedness thereupon became due and payable, and default was made in payment thereof, and CHASE HOME FINANCE LLC thereafter gave notice by publication in The Shelby County Reporter, a newspaper of general circulation and published in Shelby County, Alabama, on the 23<sup>rd</sup> day of December, 2009, and the 30<sup>th</sup> day of December, 2009, and the 6<sup>th</sup> day of January, 2010, that it would sell the hereinafter described property before the front door of the Shelby County Courthouse at Columbiana, Alabama, at public outcry to the highest bidder for cash, within the legal hours of sale on the 26<sup>th</sup> day of January, 2010; and



WHEREAS, the said sale was held at the time and place stated in said notice which was published in the said issues of The Shelby County Reporter and HOMESALES, INC. became the purchaser of the hereinafter described property at and for the sum of \$118,640.72 cash, which was the highest, best, and last bid therefore; and

WHEREAS, the undersigned, JAMES J. ODOM, JR., conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by CHASE HOME FINANCE LLC;

NOW THEREFORE, IN consideration of the premises the Party of the First Part and CHASE HOME FINANCE LLC, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto the said HOMESALES, INC., the following described real property situated in Shelby County, Alabama, to-wit:

A parcel of land in the Southeast Quarter of the Northwest Quarter of Section 21, Township 21 South, Range 1 East, being a part of the same land described in a deed to J. D. and Myrtle King, recorded in Deed Book 314, Page 741 of the real property records of Shelby County, Alabama, said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 21; thence South 00 degrees 54 minutes 15 seconds East, along the West line of said sixteenth section, a distance of 372.60 feet to a 1/2 inch rebar set, with a cap stamped "S. Wheeler, CA 0502", at the point of beginning; thence South 00 degrees 54 minutes 15 seconds East, along said line, a distance of 255.87 feet to a 1/2 inch rebar set, with a cap stamped "S. Wheeler CA 0505"; thence North 80 degrees 43 minutes 52 seconds West, a distance of 189.46 feet to a 1/2 inch rebar set, with a cap stamped "S. Wheeler CA 0505", set in the center of county road no. 435; thence along a curve, to the left, in said county road, having a radius of 2000.00 feet and a chord bearing of North 08 degrees 59 minutes 09 seconds East and arc length of 39.77 feet to a point; thence North 08 degrees 24 minutes 58 seconds East, along said county road, a distance of 100.52 feet to a point; thence along a curve, to the left, in said road, having a radius of 1985.97 feet and a chord bearing of North 06 degrees 55 minutes 42 seconds East, and arc length of 103.14 feet to a 1/2 inch rebar set, with a cap stamped "S. Wheeler CA 05502"; thence South 83 degrees 58 minutes 57 seconds East a distance of 150.42 feet to the point of beginning.

According to the survey of Sid Wheeler, dated January 17, 2001.

TO HAVE AND TO HOLD unto the said HOMESALES, INC., its successors and assigns as transferee, as fully and completely in all respects as the same could or ought to be conveyed to the said HOMESALES, INC., under and by virtue of the power and authority contained in the aforesaid mortgage. 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, also subject to prior liens, ad valorem taxes, easements and restrictions of record.

IN WITNESS WHEREOF, the said PAULA R. WARE, a single woman, and CHASE HOME FINANCE LLC, have hereunto set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the day and year first above written.

BY: 

James J. Odom, Jr.

As Attorney-in-Fact and Auctioneer

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that JAMES J. ODOM, JR., whose name as attorney-in-fact and auctioneer for PAULA R. WARE, a single woman, and CHASE HOME FINANCE LLC, 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, 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 1<sup>st</sup> day of February, 2010.



Notary Public

My Commission Expires: 3/12/2011

THIS INSTRUMENT PREPARED BY:

ROBERT J. WERMUTH

STEPHENS, MILLIRONS, HARRISON & GAMMONS, P.C.

P.O. BOX 307

HUNTSVILLE, AL 35804

Deed Tax : \$119.00