


This Instrument Prepared by:
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Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35203
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20100609000182270 1/2 \$20.00
Shelby Cnty Judge of Probate, AL
06/09/2010 12:58:27 PM FILED/CERT

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
 :
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: Stacy L. Griggs and husband, Michael Lee Griggs (collectively, "Mortgagor"), did execute a Mortgage in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for MortgageAmerica, Inc., dated February 17, 2009, and filed for record in the Office of the Judge of Probate of Shelby County, Alabama (the "Recording Office"), on February 23, 2009, as Instrument No. 20090223000064730, and re-recorded in the Recording Office on April 24, 2009, as Instrument No. 20090424000151810, and the interest of MERS under said mortgage having been assigned by MERS to MortgageAmerica, Inc. (the "Mortgagee" or "MortgageAmerica") by Assignment of Mortgage dated May 4, 2010, and filed for record in the Recording Office on May 10, 2010, as Instrument No. 20100510000146600, and said Assignment of Mortgage having been corrected by Scrivener's Affidavit dated May 11, 2010, and filed for record in the Recording Office on May 12, 2010, as Instrument No. 20100512000149440 (as so re-recorded and assigned, the "Mortgage"); and

WHEREAS, default was made in the payment of the indebtedness secured by said Mortgage and the Mortgagee 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 May 19, 2010, May 26, 2010, and June 2, 2010; and

WHEREAS, on June 9, 2010, 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 did offer for sale and did sell at public outcry in front of the main entrance of the Shelby County, Alabama 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 Mortgage was the bid of the Mortgagee in the amount of Two Hundred Thirty-Five Thousand Three Hundred Seventy-Five and 23/100 Dollars (\$235,375.23), which sum the said Mortgagee offered to credit on the indebtedness secured by said Mortgage, and said property was thereupon sold to the said Mortgagee; and

WHEREAS, said Mortgage expressly authorized the Mortgagee to bid at the 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 said sale a deed to the property purchased.

NOW, THEREFORE, in consideration of the premises and a credit of Two Hundred Thirty-Five Thousand Three Hundred Seventy-Five and 23/100 Dollars (\$235,375.23) on the indebtedness secured by said Mortgage, the said Mortgagee, acting by and through Cheryl H. Oswalt, as Auctioneer and the person conducting the said sale for the Mortgagee or Transferee of Mortgagee, does hereby grant, bargain, sell

and convey unto MortgageAmerica, Inc., a Delaware corporation, all of its right, title and interest in and to the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 466, according to the Survey of Stoneykirk at Ballantrae, Phase III, as recorded in Map Book 35, Page 11, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with all rights, privileges, easements, tenements, interests, improvements, and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises herein described.

TO HAVE AND TO HOLD the above-described property unto the said MortgageAmerica, Inc., its successors and assigns, forever; subject, however to any and all prior liens and encumbrances, the rights of way, easements and restrictions of record in the Office of the Judge of Probate of Shelby County, Alabama, existing assessments, the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, and any taxes which may be due.

IN WITNESS WHEREOF, the said Mortgagee has caused this instrument to be executed by Cheryl H. Oswalt, as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and in witness whereof the said Cheryl H. Oswalt has executed this instrument in her capacity as such Auctioneer on the 9th day of June, 2010.

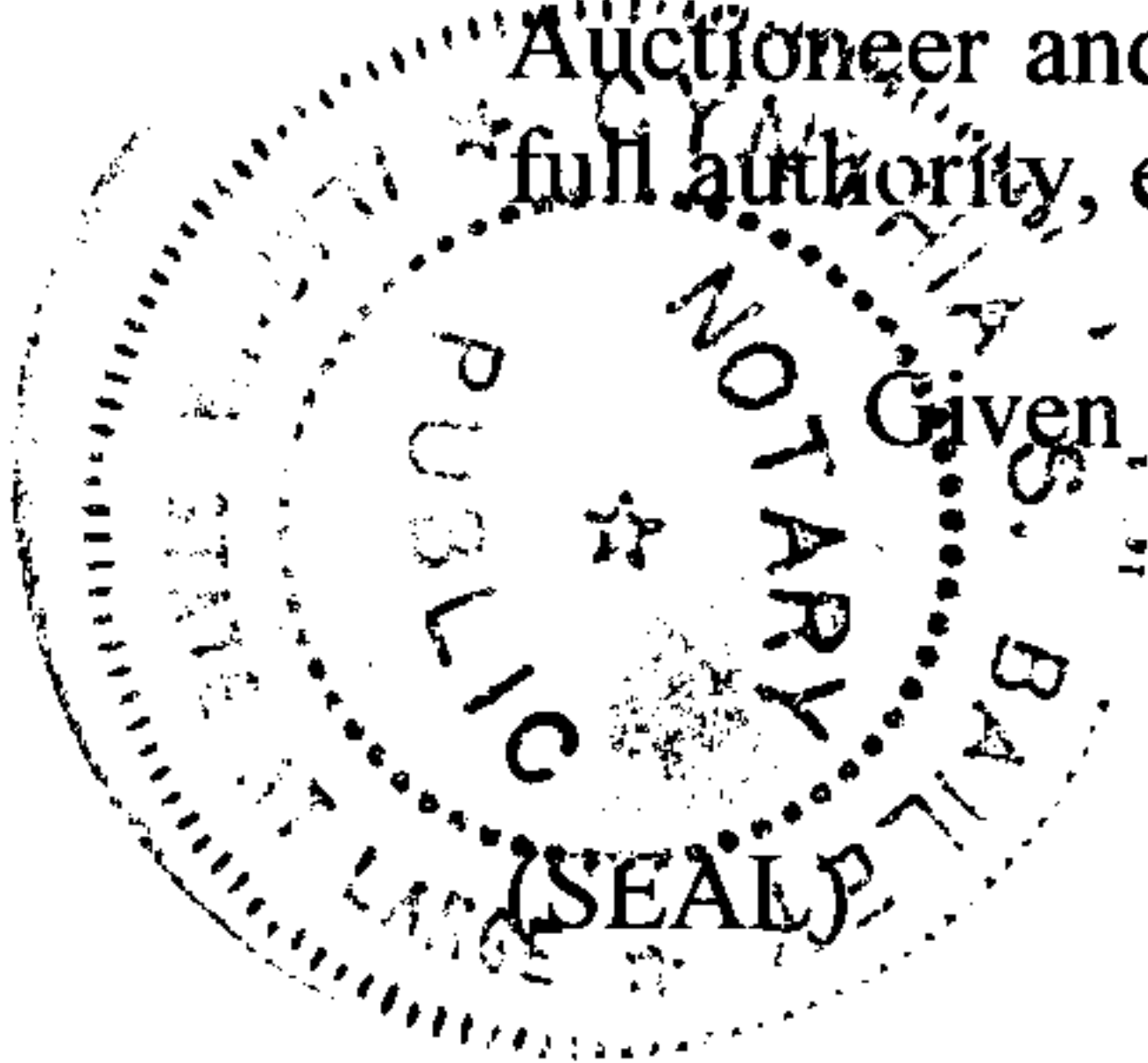
MORTGAGEAMERICA, INC.
Mortgagee or Transferee of Mortgagee

By: Cheryl H. Oswalt
Cheryl H. Oswalt, as Auctioneer and the person
conducting said sale for the Mortgagee or Transferee of
Mortgagee

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Cynthia S. Bailey, a Notary Public in and for said State and County, hereby certify that Cheryl H. Oswalt, whose name as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, 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, in her capacity as such Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and with full authority, executed said conveyance voluntarily on the day the same bears date.

Given under my hand and official seal this the 9th day of June, 2010.



Cynthia S. Bailey
NOTARY PUBLIC MY COMMISSION EXPIRES **JANUARY 24, 2012**
My Commission Expires: _____

GRANTEE'S ADDRESS:
MortgageAmerica, Inc.
1800 International Park Drive, Suite 100
Birmingham, Alabama 35243

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