

20110215000053380 1/2 \$18.00
Shelby Cnty Judge of Probate, AL
02/15/2011 12:36:01 PM FILED/CERT

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, heretofore on, February 20, 2009, to wit, Joseph Forrest, a married man, executed and delivered to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, First Federal Bank, and Lender's successors and assigns), a mortgage conveying to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, First Federal Bank, and Lender's successors and assigns), the property hereinafter described, which said mortgage was given to secure an indebtedness there in mentioned, and which mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20090223000062400; said Mortgage having subsequently been transferred and assigned to Alabama Housing Finance Authority by virtue of that certain Assignment of Mortgage dated December 15, 2010 and recorded in said Probate Office in Instrument Number 20101222000430550; and

WHEREAS, it was provided in said mortgage that if a default was made in the payment of the note, and each and every installment thereof, evidencing the indebtedness secured by said mortgage as they or any part thereof became due, then Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, First Federal Bank, and Lender's successors and assigns), would have the right to declare the entire indebtedness secured by said mortgage due and payable at once and to sell the property conveyed by said mortgage at public outcry for cash at the Shelby County Courthouse door in the City of Columbiana, Alabama, after first giving notice of the time, place and terms of said sale for three weeks by publication in any newspaper then published in said County; and

WHEREAS, it was further provided in said mortgage that in the event of such sale the said Assignee was authorized and empowered to purchase the property conveyed in said mortgage if the higher bidder therefore, the same as if it were a stranger to said conveyance and in such event the auctioneer or person making said sale was empowered, directed and authorized to execute a deed to such purchaser at said sale in the names of the Mortgagors; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and said Alabama Housing Finance Authority, as Assignee, did declare all of the indebtedness secured by said mortgage due and payable; and

WHEREAS, Alabama Housing Finance Authority, as Assignee, acting under the power of sale contained in said mortgage, did give notice for three weeks by weekly insertion in The Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of December 15, 2010, December 22, 2010 and December 29, 2010, that it would sell said property at the Shelby County Courthouse door in the City of Columbiana, Alabama, at auction to the highest bidder for cash, during the legal hours of sale on February 11, 2011; and

WHEREAS, after having given said notice, Alabama Housing Finance Authority, as Assignee, on the 11th day of February, 2011, during the legal hours of sale, did offer said property to the highest bidder for cash at the Shelby County Courthouse door in the City of Columbiana, Alabama; and

WHEREAS, Alabama Housing Finance Authority, as Assignee, being the highest, best and last bidder at said sale, became the purchaser of said property at and for the sum of One Hundred Sixty Nine Thousand Eight Hundred Sixty Seven and 89/100 Dollars (\$169,867.89).

NOW, THEREFORE, Joseph Forrest, by J. Ladd Davis, the auctioneer making said sale, and J. Ladd Davis, as said auctioneer, for and in consideration of the premises and the sum of One Hundred Sixty Nine Thousand Eight Hundred Sixty Seven and 89/100 Dollars (\$169,867.89), applied by Alabama Housing Finance Authority, as Assignee, to the indebtedness secured by said mortgage, do hereby Grant, Bargain, Sell and Convey unto the said, Alabama Housing Finance Authority, its successors and assigns, the following described property, situated in Shelby County, State of Alabama, to-wit:

A parcel of land situated in the West 1/2 of Section 9, Township 22 South, Range 3 West, Shelby County, Alabama, and more particularly described as follows: Commencing at a crimp pipe found at the NW corner of the NW 1/4 of the SE 1/4 of Section 9, Township 22 South, Range 3 West; thence South 0 degrees 52 minutes 50 seconds East a distance of 632.15 feet to a 1-inch X 1-inch angle iron found; thence South 0 degrees 07 minutes 43 seconds West a distance of 647.56 feet to a capped rebar set along the Northerly right of way of unnamed road (30-foot right of way); thence North 85 degrees 49 minutes 45 seconds West and along

the Northerly right of way of said road a distance of 257.70 feet to a capped rebar set; thence following the curvature thereof an arc distance of 337.13 feet and along the Northerly right of way of said road to a capped rebar set along the Easterly right of way of Salem Road or Shelby County Road 15 (80-foot right of way) (said arc having a chord bearing of North 87 degrees 47 minutes 54 seconds West, a counterclockwise direction, a chord distance of 336.94 feet and a radius of 2902.09 feet); thence South 86 degrees 38 minutes 27 seconds West a distance of 88.49 feet to a capped rebar set along the Westerly right of way of Salem Road or Shelby County Road 15 (80-foot right of way); thence North 21 degrees 56 minutes 38 seconds East and along the Westerly right of way of Salem Road a distance of 468.75 feet to a capped rebar set; thence following the curvature thereof an arc distance of 28.64 feet and along the Westerly right of way of said road to a point (said arc having a chord bearing of North 21 degrees 41 minutes 30 seconds East, a counterclockwise direction, a chord distance of 28.64 feet and a radius of 3250.87 feet), which is the point of beginning; thence North 78 degrees 26 minutes 53 seconds West a distance of 322.11 feet to a point; thence North 11 degrees 33 minutes 07 seconds East a distance of 460.70 feet to a point; thence South 78 degrees 26 minutes 53 seconds East a distance of 368.93 feet to a point; thence following the curvature thereof an arc distance of 463.46 feet and along the Westerly right of way of Salem Road (said arc having a chord bearing of South 17 degrees 21 minutes 18 seconds West, a clockwise direction, a chord distance of 463.07 feet and a radius of 3250.87 feet) to the point and place of beginning.

TO HAVE AND TO HOLD, the aforegranted property unto the said Alabama Housing Finance Authority, its successors and assigns, forever; subject, however, to the statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws of the State of Alabama. This conveyance is made subject to unpaid taxes and assessments, if any.

IN WITNESS WHEREOF, Joseph Forrest, by J. Ladd Davis, the person making said sale, Alabama Housing Finance Authority, by J. Ladd Davis, as auctioneer and the person making said sale, and J. Ladd Davis, as auctioneer and the person making said sale, have caused this instrument to be executed on this, the 11th day of February, 2011.

JOSEPH FORREST

By

As auctioneer and the person making said sale

ALABAMA HOUSING FINANCE AUTHORITY

By:

As auctioneer and the person making said sale

By:

As auctioneer and the person making said sale

STATE OF ALABAMA)
 :
 COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that J. Ladd Davis, whose name as auctioneer and the person conducting said sale, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as auctioneer and the person making said sale, and with full authority, executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this 11th day of February, 2011.


(SEAL)

Jessica Butler

Notary Public

My commission expires: 10/23/2011

This instrument was prepared by:
 Bowdy J. Brown, Esq.
 Rushton, Stakely, Johnston & Garrett, P.A.
 Post Office Box 270
 Montgomery, Alabama 36101-0270
 Our File No.: 7704-1421 Joseph Forrest


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FOR AD VALOREM TAX PURPOSES: Alabama Housing Finance Authority, Post Office Box 242928, Montgomery, AL 36124.