

STATE OF ALABAMA

COUNTY OF SHELBY

20110708000200000 1/2 \$87.00
Shelby Cnty Judge of Probate, AL
07/08/2011 03:34:31 PM FILED/CERT

MORTGAGE FORECLOSURE DEED

Shelby County, AL 07/08/2011
State of Alabama
Deed Tax: \$62.00

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, heretofore on, July 27, 1994, to wit, Gene Lamar Berry and wife, Mary Frances Berry, executed and delivered to Chase Manhattan Mortgage Corporation d/b/a Troy & Nichols, Inc., a mortgage conveying to Chase Manhattan Mortgage Corporation d/b/a Troy & Nichols, Inc., 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 under Instrument Number 1994-23835, corrected and re-recorded in said Probate Office under Instrument Number 1994-27594; said Mortgage was duly transferred and assigned by Chase Manhattan Mortgage Corporation d/b/a Troy & Nichols, Inc., to Real Estate Financing, Inc., by virtue of that certain Transfer and Assignment dated August 2, 1994 and recorded in said Probate Office under Instrument Number 1995-02459; said Mortgage was further transferred and assigned by Regions Bank dba Regions Mortgage, as successor by merger to Regions Mortgage, Inc., formerly known as Real Estate Financing, Inc., to Alabama Housing Finance Authority by virtue of that certain instrument dated August 2, 2005 and recorded in said Probate Office under Instrument Number 20050826000440210; 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 Chase Manhattan Mortgage Corporation d/b/a Troy & Nichols, Inc., 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 March 16, 2011, March 23, 2011 and March 30, 2011, 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 May 10, 2011; and

WHEREAS, the original sale scheduled for May 10, 2011, was postponed by public announcement being made at the main entrance of the Shelby County Courthouse, Columbiana, Alabama, on May 10, 2011, during the legal hours of sale; and

WHEREAS, the original sale was re-scheduled and the re-scheduled sale date of June 8, 2011, was published in The Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issue of May 18, 2011; and

WHEREAS, after having given said notice, Alabama Housing Finance Authority, as Assignee, on the 8th day of June, 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, The Bank of New York Mellon fka The Bank of New York, as successor Trustee to J P Morgan Chase Bank, N.A., as Trustee on behalf of the certificate holders of the CWHEQ Inc., CWHEQ Revolving Home Equity Loan Trust, Series 2006-A, being the highest, best and last bidder at said sale, became the purchaser of said property at and for the sum of Sixty One Thousand Nine Hundred Eighty and 98/100 Dollars (\$61,980.98).

NOW, THEREFORE, Gene Lamar Berry and wife, Mary Frances Berry, by William R. Justice, the auctioneer making said sale, and William R. Justice, as said auctioneer, for and in consideration of the premises and the sum of Sixty One Thousand Nine Hundred Eighty and 98/100 Dollars (\$61,980.98), 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, The Bank of New York Mellon fka The Bank of New York, as successor Trustee to J P Morgan Chase Bank, N.A., as Trustee on behalf of the certificate holders of the CWHEQ Inc., CWHEQ Revolving Home Equity Loan Trust, Series 2006-A, its successors and assigns, the following described property, situated in Shelby County, State of Alabama, to-wit:

Lot 4, in Block 5, according to the Survey of Green Valley, 2nd Sector as recorded in Map Book 6, Page 21, in the Probate Office of Shelby County, Alabama.

This conveyance is made subject to any and all easements, encumbrances, restrictions, reservations and rights of way, if any, appearing of record affecting the above described property. This conveyance is also made subject 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 and the United States of America and unpaid taxes, if any.

TO HAVE AND TO HOLD, the aforegranted property unto the said The Bank of New York Mellon fka The Bank of New York, as successor Trustee to J P Morgan Chase Bank, N.A., as Trustee on behalf of the certificate holders of the CWHEQ Inc., CWHEQ Revolving Home Equity Loan Trust, Series 2006-A, its successors and assigns, forever.

IN WITNESS WHEREOF, Gene Lamar Berry and wife, Mary Frances Berry, by William R. Justice, the person making said sale, Alabama Housing Finance Authority, by William R. Justice, as auctioneer and the person making said sale, and William R. Justice, as auctioneer and the person making said sale, have caused this instrument to be executed on this, the 8th day of June, 2011.

GENE LAMAR BERRY AND
MARY FRANCES BERRY

By William R. Justice
As auctioneer and the person making
said sale

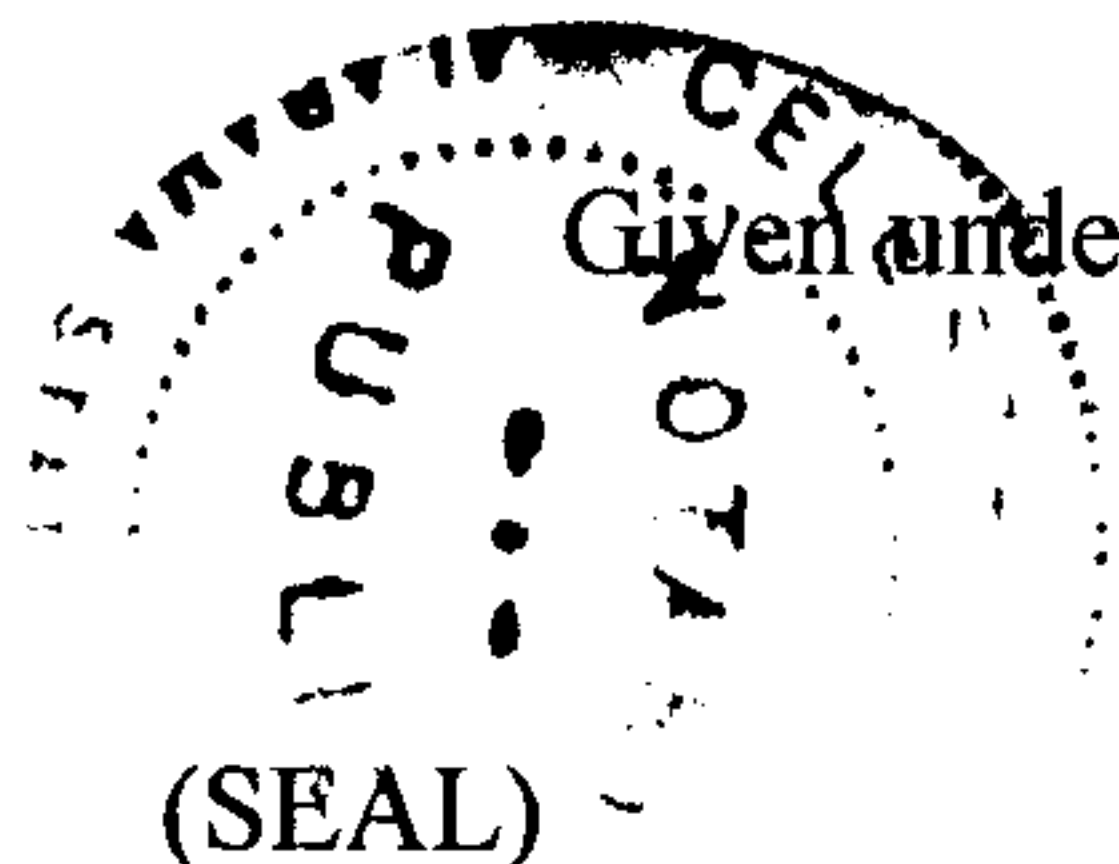
ALABAMA HOUSING FINANCE
AUTHORITY

By: William R. Justice
As auctioneer and the person making
said sale

By: William R. Justice
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 William R. Justice, 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 8th day of June, 2011.

Robert Palmer
Notary Public
My commission expires: 10-6-12

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.: 7704-1563 Gene Lamar Berry and Mary Frances Berry

FOR AD VALOREM TAX PURPOSES: BAC Home Servicing, REM Title Department, Attn: Kathy A. Schmitt, Mailstop AZ1-805-03-03, 2505 W. Chandler Blvd., Bldg. D, 3rd Floor, Chandler, AZ 85224