


STATE OF ALABAMA)

COUNTY OF SHELBY)

  
20111003000291350 1/2 \$21.00  
Shelby Cnty Judge of Probate, AL  
10/03/2011 10:57:43 AM FILED/CERT

### FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on, to-wit: the 29<sup>th</sup> day of October, 2004, MARTA ELENA ROSALES, unmarried and ANTONIO MORALES, married, executed a mortgage to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Nominee for COATS & CO. INC., its successors and assigns, herein called the Mortgagee, which said mortgage was recorded on November 9, 2004, in Instrument 20041109000616010, Probate Records of Shelby County, Alabama, which conveyed the property hereinafter described to secure the indebtedness evidenced by a note, payable in installments, therein described; which said mortgage was subsequently assigned to CHASE HOME FINANCE LLC, by assignment dated April 27, 2010, and recorded in Instrument 20100429000131750, Probate Records of Shelby County, Alabama; 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 or its assigns 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 further provides that the Mortgagee or its assigns may bid and become the purchaser at such sale of the property therein; 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 thereafter notice was published in The Shelby County Reporter, a newspaper of general circulation and published in Shelby County, Alabama, on the 27<sup>th</sup> day of July, 2011, and the 3<sup>rd</sup> day of August, 2011, and the 10<sup>th</sup> day of August, 2011, that the hereinafter described property would be sold 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 20<sup>th</sup> day of September, 2011, and

WHEREAS, the said sale was held at the time and place stated in said notice, in strict conformity with the powers of sale contained in the said mortgage, at which sale **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, became the purchaser of the hereinafter described property at and for the sum of **\$76,087.02**, 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 JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC;

NOW THEREFORE, IN consideration of the premises MARTA ELENA ROSALES, unmarried and ANTONIO MORALES, married and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO 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 **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION** the following described real property situated in Shelby County, Alabama, to-wit:

The following described real estate situated in the Southwest Quarter of Section 21, Township 22 South, Range 3 West, Shelby County, Alabama, to-wit:

Commence at a point where the SW margin of Shelby Street intersects the NW margin of Valley Street and run thence Southwesterly along the NW margin of Valley Street 325 feet to the point of beginning; thence continue along Valley Street 50 feet; thence run Northwesterly and perpendicular to Valley Street 133 feet; run thence Northeasterly and parallel to Valley Street 50 feet; thence run Southeasterly and perpendicular to Valley Street 133 feet to the point of beginning.

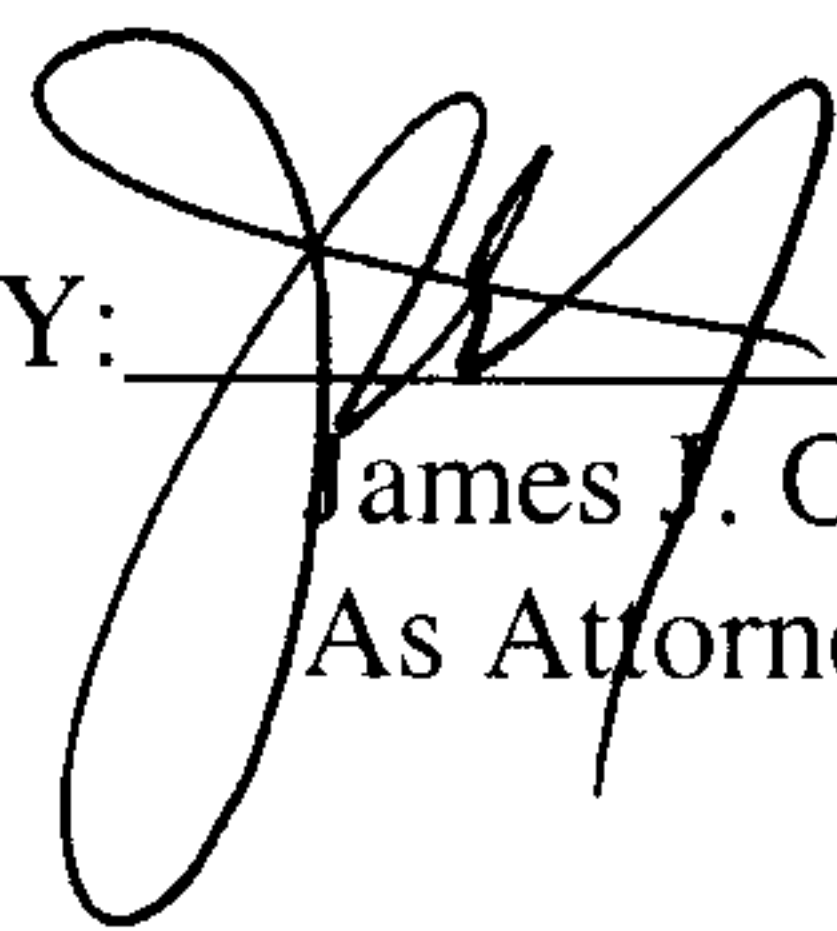


TO HAVE AND TO HOLD unto the **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, under and by virtue of the power and authority contained 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 MARTA ELENA ROSALES, unmarried and ANTONIO MORALES, married and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO 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.

MARTA ELENA ROSALES, unmarried and  
ANTONIO MORALES, married and JPMORGAN  
CHASE BANK, NATIONAL ASSOCIATION,  
SUCCESSOR BY MERGER TO CHASE HOME  
FINANCE LLC

BY:



James J. Odom, Jr.

As Attorney-in-Fact and Auctioneer

STATE OF ALABAMA

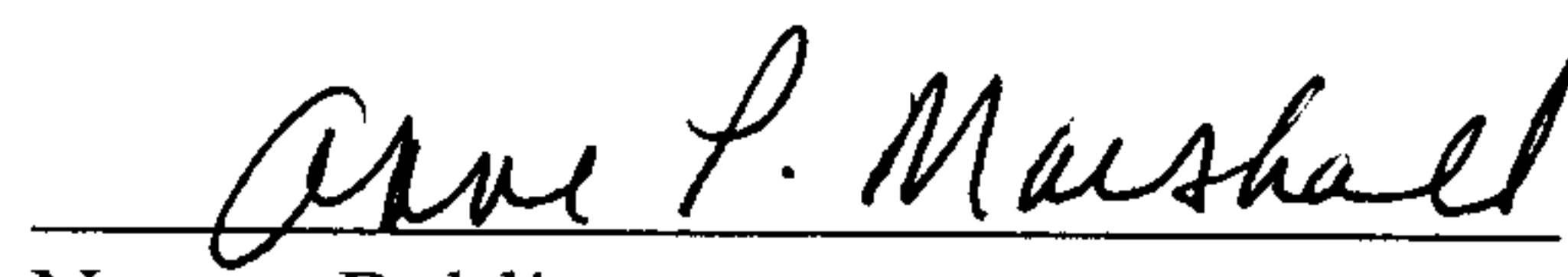
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I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that JAMES J. ODOM, JR., whose name as attorney-in-fact and auctioneer for MARTA ELENA ROSALES, unmarried and ANTONIO MORALES, married and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO 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 20<sup>th</sup> day of September, 2011.



Notary Public

My Commission Expires:

3/7/2015

THIS INSTRUMENT PREPARED BY:

ROBERT J. WERMUTH/lms

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

P.O. BOX 307

HUNTSVILLE, AL 35804

Grantees Address:

3415 Vision Drive

Columbus, OH 43219