


STATE OF ALABAMA)

COUNTY OF SHELBY)


20120626000225400 1/2 \$18.00
Shelby Cnty Judge of Probate, AL
06/26/2012 11:31:39 AM FILED/CERT

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on March 13, 2008, to-wit: BRIAN BLAIR and SENA BLAIR, husband and wife, executed a mortgage to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Solely as nominee for LEND AMERICA, LTD., CORP., its successors and assigns, herein called the Mortgagee, which said mortgage was recorded on March 21, 2008, in Document No. 20080321000115430, 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 JPMorgan Chase Bank, National Association, by assignment dated February 11, 2012, and recorded in Document No. 20120227000067760, 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 April 11, 2012, April 18, 2012, April 25, 2012, that the hereinafter described property would be sold at the Shelby County Courthouse at Columbiana, Alabama, at public outcry to the highest bidder for cash, within the legal hours of sale on June 12, 2012, 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 \$134,174.93, 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;

NOW THEREFORE, IN consideration of the premises BRIAN BLAIR and SENA BLAIR, husband and wife, and JPMorgan Chase Bank, National Association, 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:

Commence at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 5, Township 22 South, Range 3 West, Shelby County, Alabama and run thence North 79 degrees 43 minutes 30 seconds East a distance of 210.50 feet to a point; thence run North 50 degrees 19 minutes 00 seconds East a distance of 168.00 feet to a point; thence run North 69 degrees 17 minutes 00 seconds East a distance of 364.72 feet to a point on the Northerly margin of Shelby County Highway No. 17; thence run North 66 degrees 37 minutes 25 seconds East along said margin of said Highway a distance of 38.57 feet to a found property corner and the point of beginning of the property being described; thence run North 28 degrees 08 minutes 52 seconds West a distance of 210.00 feet to a found corner; thence run South 71 degrees 49 minutes 02 seconds West a distance of 4.93 feet to a corner; thence run North 27 degrees 45 minutes 56 seconds East a distance of 35.67 feet to a corner; thence run North 50 degrees 12 minutes 02 seconds East a distance of 197.49 feet to a found property corner; thence run South 27 degrees 32 minutes 55 seconds East a distance of 43.04 feet to a found corner; thence run South 24 degrees 32 minutes 52 seconds East a distance of 127.56 feet to a found corner; thence run South 44 degrees 58 minutes 12 seconds East a distance of 28.81 feet to a found corner; thence run South 28 degrees 11 minutes 50 seconds East a distance of 62.16 feet to a found corner of the Northerly margin of same said Highway No. 17 in a curve to the right having a central angle of 16 degrees

05 minutes 30 seconds and a radius of 688.16 feet; thence run West-Southwesterly along the arc of said curve an arc distance of 193.27 feet to the point of beginning.

TO HAVE AND TO HOLD unto 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 BRIAN BLAIR and SENA BLAIR, husband and wife, and JPMorgan Chase Bank, National Association, 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.

BRIAN BLAIR and SENA BLAIR, husband and wife
and JPMorgan Chase Bank, National Association

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 BRIAN BLAIR and SENA BLAIR, husband and wife, and JPMorgan Chase Bank, National Association, 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/she, 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 26th day of June, 2012.

Aime P. Marshall

Notary Public

My Commission Expires: 3/7/2015

THIS INSTRUMENT PREPARED BY:

ROBERT J. WERMUTH

Stephens Millirons, P.C.

P.O. Box 307

Huntsville, Alabama 35804

Grantees Address:

JPMorgan Chase Bank, NA

3415 Vision Drive

Columbus, OH 43219

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