

STATE OF ALABAMA)

COUNTY OF SHELBY)

### FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on January 22, 2010, to-wit: Kenneth S. Lusher, and Jennifer Lusher, Husband and wife, executed a mortgage to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. SOLELY AS NOMINEE FOR HOMETOWN MORTGAGE SERVICES, INC., its successors and assigns, herein called the Mortgagee, which said mortgage was recorded on January 26, 2010, in Instrument #20100126000025220, 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 recorded February 6, 2012, and recorded in 20120206000044400, 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 June 6, 2012, June 13, 2012, and June 20, 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 July 17, 2012, and

WHEREAS, such sale was postponed by announcements at the courthouse door and by notices published in The Shelby County Reporter; the last postponement having been until October 30, 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, N. A., became the purchaser of the hereinafter described property at and for the sum of \$102,000.00, 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 Kenneth S. Lusher, and Jennifer Lusher, 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, N. A., the following described real property situated in Shelby County, Alabama, at 141 Union Station Dr, Calera, AL 35040, but in the event of a discrepancy, the legal description shall control to-wit:

Lot 11, according to the Survey of Union Station, Phase I, as recorded in Map Book 41, Page 41, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto JPMorgan Chase Bank, N. A., 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, N. A., 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.

  
20121114000437410 1/3 \$23.00  
Shelby Cnty Judge of Probate, AL  
11/14/2012 01:23:27 PM FILED/CERT



IN WITNESS WHEREOF, the said Kenneth S. Lusher, and Jennifer Lusher, 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.

Kenneth S. Lusher, and Jennifer Lusher, 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 Kenneth S. Lusher, and Jennifer Lusher, 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, 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 12<sup>th</sup> day of November, 2012.

Lorine S. Cantrell  
Notary Public

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 21, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

ROBERT J. WERMUTH/al

Stephens Millirons, P.C.

P.O. Box 307

Huntsville, Alabama 35804

**Grantees Address:**

3415 Vision Drive

Columbus, OH 43219

**Grantors Address:**

141 Union Station Dr

Calera, AL 35040

20121114000437410 2/3 \$23.00  
Shelby Cnty Judge of Probate, AL  
11/14/2012 01:23:27 PM FILED/CERT

# Real Estate Sales Validation Form

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name Kenneth S. Lusher  
Mailing Address Jennifer Lusher  
141 Union Station Drive  
Calera, AL 35040

Grantee's Name JPMorgan Chase Bank, N.A.  
Mailing Address 3415 Vision Drive  
Columbus, OH 43219

Property Address Same

Date of Sale 10/30/2012

Total Purchase Price \$ 102,000.00

or

Actual Value

\$

or

Assessor's Market Value \$ 102,000.00



20121114000437410 3/3 \$23.00  
Shelby Cnty Judge of Probate, AL  
11/14/2012 01:23:27 PM FILED/CERT

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale

☐ Appraisal

☐ Sales Contract

☒ Other Bid at Foreclosure Sale

☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

## Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 11-5-12

Print Rebekah Beal

Sign [Signature]

Unattested

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Attorney Form RT-1