

STATE OF ALABAMA
COUNTY OF SHELBY

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)


20130708000277250 1/3 \$22.00
Shelby Cnty Judge of Probate, AL
07/08/2013 03:47:30 PM FILED/CERT

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That, whereas, heretofore on, to-wit: On August 19, 2011, James Torbert and Reaner Torbert, husband and wife, executed a certain mortgage on the property hereinafter described to Odis Lambert Parker and Ruby G. Parker (collectively "The Parkers"), recorded in the office of the Judge of Probate of Shelby County, Alabama, at Instrument #20110830000256280, as amended by a Modification Agreement dated April 13, 2012, recorded on June 8, 2012, recorded at Instrument # 20120608000203900 in the aforesaid Probate Office; and

WHEREAS, in and by said mortgage the mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the Courthouse door in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some newspaper published in said County by publication once a week for three (3) consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the mortgagee or any person conducting said sale for the mortgagee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and The Parkers did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in *The Shelby County Reporter*, a newspaper published in Shelby County, Alabama, in its issues of June 12, June 19, and June 26, 2013; and

WHEREAS, on July 8, 2013, the day on which the foreclosure sale was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and The Parkers did offer for sale and sell at public outcry in front of the Courthouse in Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Jay H. Clark was the Auctioneer who conducted said sale for The Parkers; and

WHEREAS, The Parkers were highest and best bidders in the amount of One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars, on the indebtedness secured by said mortgage and The Parkers, by and through Jay H. Clark, as Auctioneer conducting said sale and as attorney in fact for The Parkers does hereby GRANT, BARGAIN, SELL AND CONVEY unto The Parkers all of their right, title and interest in and to the following described property situated in Shelby County, Alabama to-wit:

Lot 57, according to the Map of Farmingdale Estates, Sector 3, as recorded in Map Book 37, Page 77, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto The Parkers, their successors, heirs and assigns forever, subject, however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF The Parkers have caused this instrument to be executed by Jay H. Clark, as Auctioneer conducting said sale, and as attorney in fact, and Jay H. Clark, as Auctioneer conducting said sale has hereto set his hand and seal on this the 8th day of July, 2013.

ODIS LAMBERT PARKER AND RUBY G. PARKER

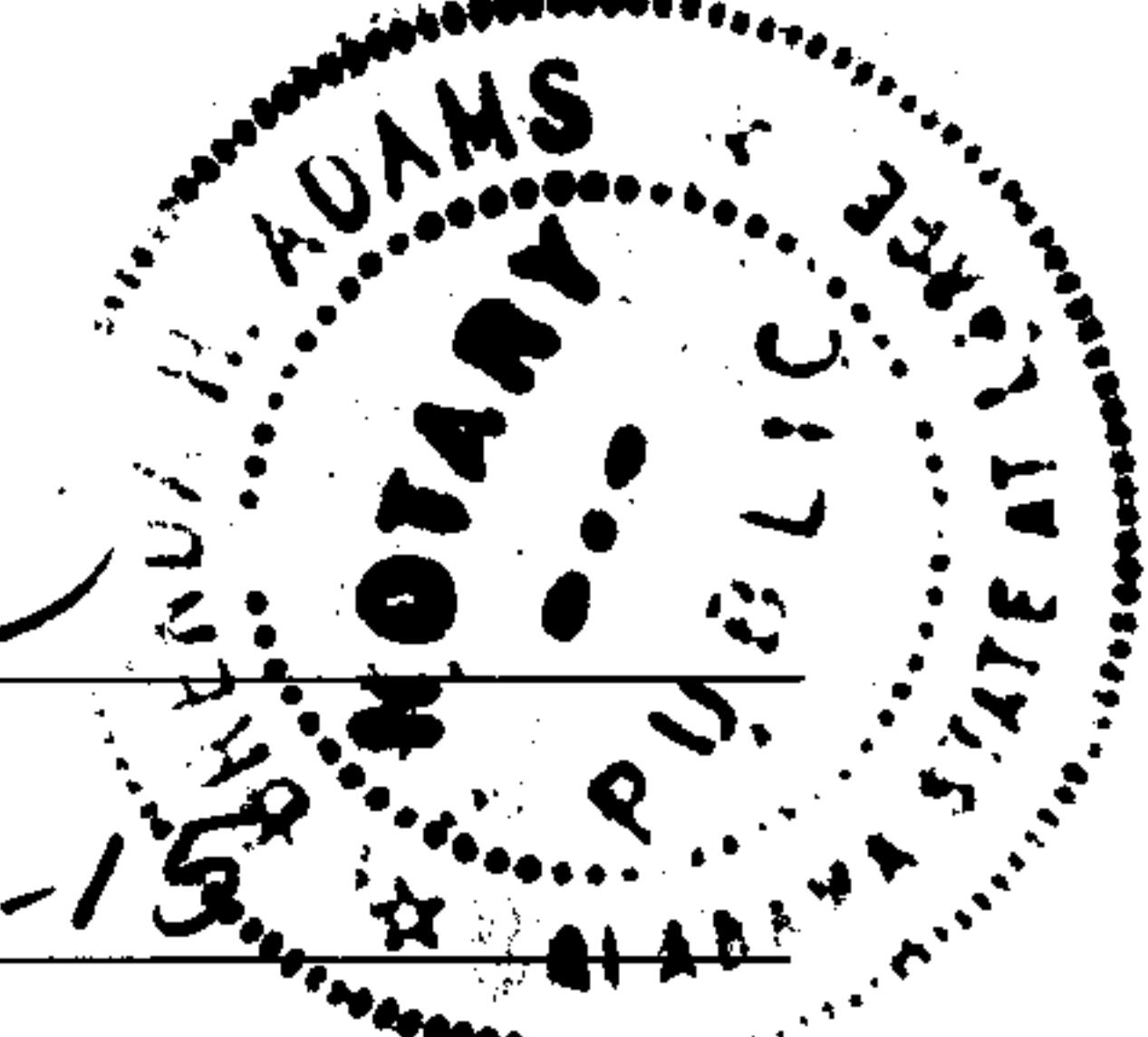
By: Jay Clark
Jay H. Clark
Auctioneer and Attorney in Fact

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State of Alabama, hereby certify that Jay H. Clark, whose name as Auctioneer and Attorney in Fact for Odis Lambert Parker and Ruby G. Parker, 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, in his capacity as such Auctioneer and Attorney in Fact, with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of July, 2013.

Brenda H. Adams
Notary Public
My commission expires: 9-6-15



This instrument prepared by:

Jay H. Clark, Esq.
WALLACE, JORDAN, RATLIFF & BRANDT, L.L.C.
Post Office Box 530910
Birmingham, Alabama 35253
(205) 874-0313


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Real Estate Sales Validation Form

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

Grantor's Name James Torbert and Reaner Torbert
Mailing Address 200 Farmingdale Trace
Harpersville, AL 35078

Grantee's Name Odis Lambert Parker and Ruby G. Parker
Mailing Address 15425 Paddington Drive
Foley, AL 36535

Property Address 200 Farmingdale Trace
Harpersville, AL 35078

Date of Sale July 8, 23013
Total Purchase Price \$ 150,000.00
or
Actual Value \$ _____
or
Assessor's Market Value \$ _____

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 Foreclosure deed
 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.

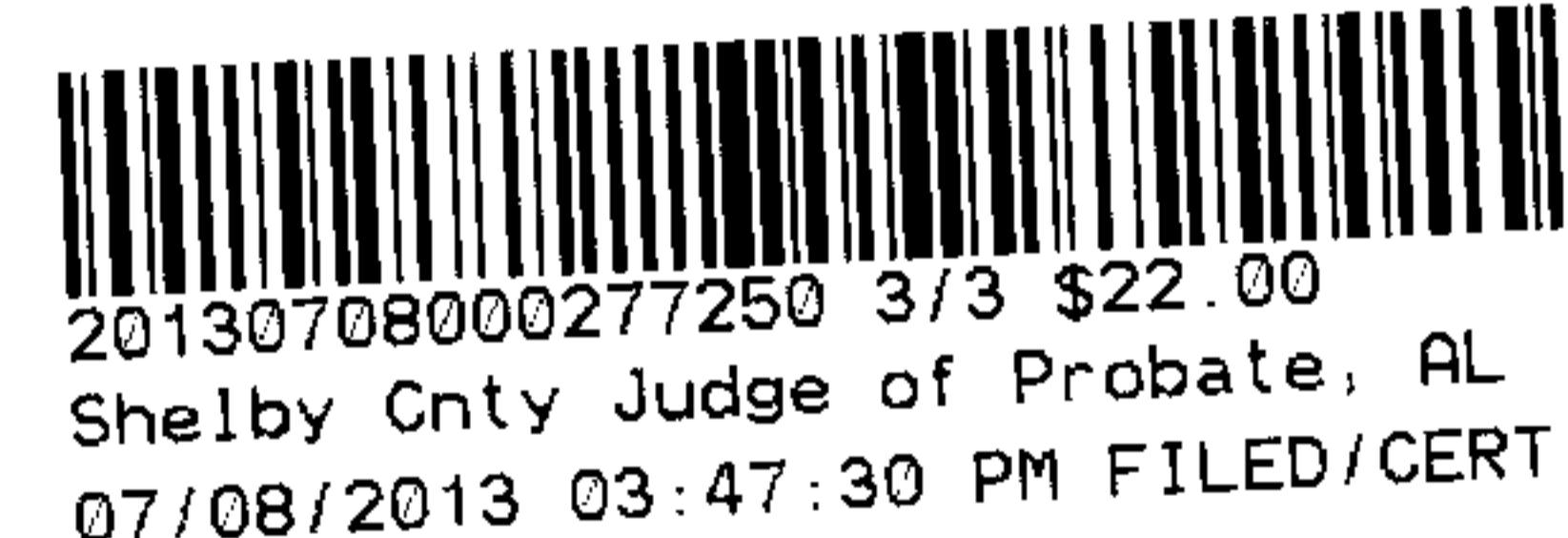
Instructions

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 av.

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 7-8-2013

Print

Jay Clark

Unattested

Sign

Jay Clark

(Grantor/Grantee/Owner/Agent) circle one

(verified by)

Print Form

Form RT-1