


STATE OF ALABAMA)

COUNTY OF SHELBY)

**FORECLOSURE DEED**

  
20130816000335970 1/3 \$24.00  
Shelby Cnty Judge of Probate, AL  
08/16/2013 03:10:44 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on July 29, 2005, to-wit: Rayfield Marshall and Marion M. Marshall, husband and wife, executed a mortgage to Ameriquest Mortgage Company, its successors and assigns, herein called the Mortgagee, which said mortgage was recorded on 09/08/2005, in Book 3209, Page 58, Probate Records of Marshall County, Alabama, and re-recorded on 5/29/2013 in Instrument Number 20130529000219010, 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 JPMC Specialty Mortgage LLC, by assignment recorded 12/3/2012, and recorded in Book 5190, Page 11, Probate Records of Marshall County, Alabama, and re-recorded on 5/29/2013, in Instrument Number 20130529000219030, 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 July 3, 2013, July 10, 2013, and July 17, 2013, 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 30, 2013, 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 \$40,340.85 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 JPMC Specialty Mortgage LLC;

NOW THEREFORE, IN consideration of the premises Rayfield Marshall and Marion M. Marshall, husband and wife, and JPMC Specialty Mortgage 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, at 100 Salem Road, Montevallo, AL 35115, but in the event of a discrepancy, the legal description shall control to-wit:

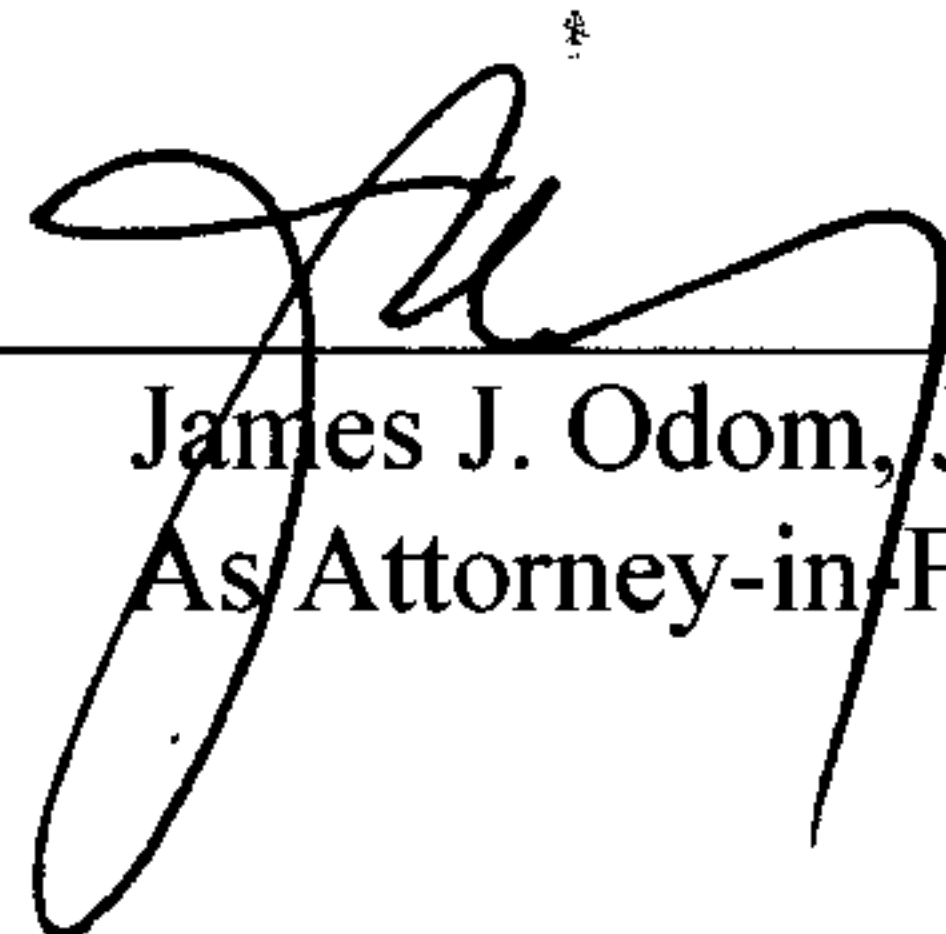
Commence at the Northeast corner of the Northeast quarter of the Northwest quarter of Section 21, Township 22 South, Range 3 West; Shelby county; Alabama, thence run Westerly along quarter-quarter line 231.59 feet to a point, thence 129 degrees 26 minutes left and run 52.18 feet to the point of beginning of the property being described, thence continue along last described course 52.18 feet to a point, thence 97 degrees 30 minutes right and run 164.77 feet to a point on the East line of Salem Street, thence 86 degrees 39 minutes right and run Northwesterly along street right of way line 102.50 feet to a point, thence 110 degrees 21 minutes right and run 173.02 feet to the point of beginning, marked on the corners with iron pins (as presented on the map with open circles) as shown on the plat.

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 Rayfield Marshall and Marion M. Marshall, husband and wife, and JPMC Specialty Mortgage 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.

Rayfield Marshall and Marion M. Marshall, husband and wife and JPMC Specialty Mortgage LLC


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 Rayfield Marshall and Marion M. Marshall, husband and wife, and JPMC Specialty Mortgage 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/she, as such attorney-in-fact and auctioneer, executed the same voluntarily on the day the same bears date.

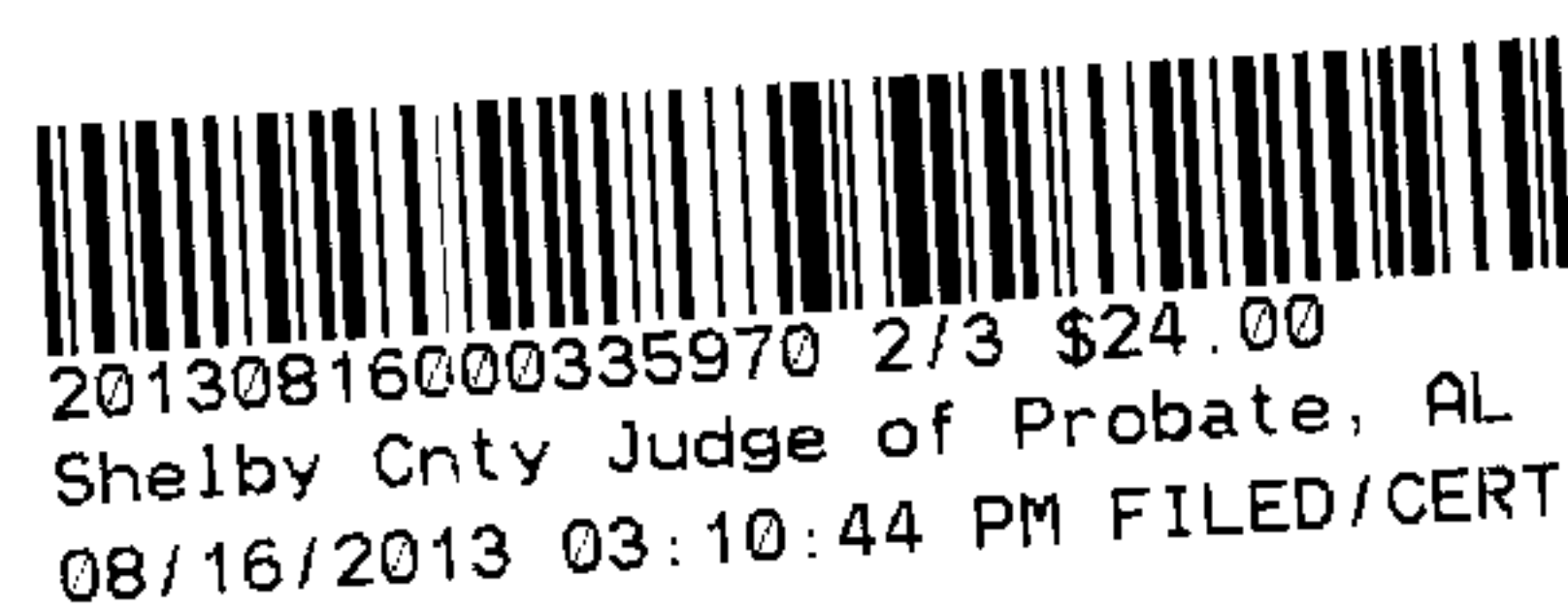
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9<sup>th</sup> day of August, 2013.

  
Notary Public  
My Commission Expires: 03/07/2015

THIS INSTRUMENT PREPARED BY:  
ROBERT J. WERMUTH/rgm  
Stephens Millirons, P.C.  
P.O. Box 307  
Huntsville, Alabama 35804

**Grantees Address:**  
3415 Vision Drive  
Columbus, OH 43219

**Grantors Address:**  
109 Woodbury Dr.  
Sterrett, AL 35147



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