

NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on December 13, 2000, a certain Mortgage was executed by Mary Ann Monzella, unmarried woman, as mortgagor, in favor of Wells Fargo Home Mortgage, Inc., as mortgagee, and was recorded on January 3, 2001, in Instrument No. 2001-00187, and subsequently transferred and assigned to the Secretary of Housing and Urban Development in Instrument No. 20090601000204850, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the Mortgage was insured by the Secretary of Housing and Urban Development ("the Secretary") pursuant to the National Housing Act for the purpose of providing single family housing; and

WHEREAS, a default has been made in the covenants and conditions of the Mortgage and remains wholly unpaid as of the date of this notice, and no payment has been made sufficient to restore the subject loan to currency; and

WHEREAS, the entire amount delinquent as of October 8, 2013, is \$151,935.88; and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Mortgage to be immediately due and payable;

NOW THEREFORE, pursuant to powers vested in the undersigned by the Single Family Mortgage Foreclosure Act of 1994 ("the Act"), 12 U.S.C. 3741 et seq., by 24 CFR Part 27, Subpart B, and by the Secretary's designation of the undersigned as Foreclosure Commissioner, by instrument recorded on November 12, 2013 in Instrument No. 20131112000445310, aforesaid records, notice is hereby given that on January 14, 2014, between the hours of 11:00 A.M. and 4:00 P.M., local time, all real and personal property at or used in connection with the following described premises ("the Property") will be sold at public auction to the highest bidder:

Lot 14, according to the Survey of Indian Creek Subdivision, Phase 1, as recorded in Map Book 14, Page 45, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Said tract is situated in Shelby County, Alabama.

Commonly known as: 103 Indian Landing Road, Pelham, AL 35124

The sale will be held at the Shelby County Courthouse, in Columbiana, Alabama. The Secretary will bid \$151,935.88, plus the fees and costs associated with the sale.

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his/her/their/its prorata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making his/her/their/its bids, all bidders, except the Secretary must remit to the undersigned a deposit totaling \$15,193.58 (10% of the Secretary's bid) in the form of a certified check or cashier's check made out to the Secretary of HUD. Each oral bid need not be accompanied by a deposit. If the successful bid is oral, a deposit of \$15,193.58 *same as 10%* must be presented before the bidding is closed. THE DEPOSIT IS NONREFUNDABLE. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the high bidder, he/she need not pay the bid amount in cash. The successful bidder will pay all conveyancing fees, all real estate and other taxes that are due on or after the delivery of the remainder of the payment, and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned.

The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a designated fee, paid in advance. The extension fee shall be in the form of a certified or cashiers check made payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due.

If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the Foreclosure Commissioner after consultation with the HUD field office representative, will be liable to HUD for any costs incurred as a result of such failure. The Commissioner may, at the direction of the HUD field office representative, offer the Property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor(s) or others, subsequent to a completed foreclosure pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a deed to the purchaser(s) upon receipt of

the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

The amount that must be paid if the Mortgage is to be reinstated prior to the scheduled sale is \$151,935.88 as of October 8, 2013, plus all other amounts that would be due under the Mortgage agreement if payments under the Mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and or the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement.

Date: December 10, 2013

Jauregui & Lindsey, LLC

Foreclosure Commissioner

By: _____

2110 Devereux Circle, Ste. 100
Birmingham, AL 35243
Phone: (205) 988-8888
Fax: (205) 970-3886



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/12/2013 10:14:30 AM
\$22.00 CHARITY
20131212000477790

A handwritten signature in black ink, likely belonging to Judge James W. Fuhrmeister, is written over the bottom right of the official records stamp.