
THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW
POST OFFICE BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA

MORTGAGE FORECLOSURE DEED

SHELBY COUNTY


20140106000005850 1/3 \$26.00
Shelby Cnty Judge of Probate: AL
01/06/2014 02:37:41 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that, WHEREAS, on or about JUAN A. MENA and wife, CECILIA M. MENA executed a mortgage conveying the real estate hereinafter described in Shelby County, Alabama, to JAMES R. EFFERSON and wife, MAVIS EFFERSON, as Mortgagee, which said mortgage was recorded on April 29, 1998, in Instrument #1998-15354, which was said mortgage was assumed by Assumption Agreement by and between Juan A. mena and Cecilia M. Mena and Rafael Hernandez and wife, Anabel Hernandez, which said Assumption Agreement was recorded on October 30, 1998, in Instrument #1998-42675, in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as "said mortgage" or words to that effect), which said mortgage and the indebtedness secured thereby is and was as of the date upon which this foreclosure proceeding was instituted, and is and was as of the date upon which this foreclosure deed was executed, the sole property of said Mortgagee; and

WHEREAS, in and by said mortgage said 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 real estate in front of the Courthouse door in the City of Columbiana, Shelby County, Alabama, after giving twenty-one days notice of the time, place, and terms, of said sale, by publication once a week for three consecutive weeks prior to said sale in some newspaper published in Shelby County, Alabama, such sale to be 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 the same the Mortgagee or any person conducting said sale for the Mortgagee might bid at the same 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 such default continuing, the said Mortgagee did give due and proper notice of the foreclosure of said mortgage by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of December 11, 18, and 25, 2013, and;

WHEREAS, on January 6, 2014, at approximately 12:00 o'clock noon, being the day and approximate time on which the foreclosure sale was scheduled to be held under the terms of said notice between the legal hours of sale, said foreclosure was duly and properly conducted and said Mortgagee did, in strict compliance with the power of sale contained in said mortgage, offer for sale at public outcry to the highest bidder for cash in front of the Shelby County Courthouse front door in the City of Columbiana, Shelby County, Alabama, the real estate hereinafter described and against which said Mortgagee held a first mortgage lien; and

WHEREAS, the undersigned, Mike T. Atchison, was the auctioneer, agent and attorney-in-fact who conducted said foreclosure sale and was the person conducting said sale for the said JAMES R. EFFERSON and wife, MAVIS EFFERSON; and

WHEREAS, the last, highest and best bid for said real estate described in said mortgage was the bid of JAMES R. EFFERSON and wife, MAVIS EFFERSON, in the amount of TWELVE THOUSAND, TWO AND 46/100 Dollars, which sum of money was offered as credit toward a portion of the indebtedness secured by said mortgage, and said real estate was thereupon sold to JAMES R. EFFERSON and wife, MAVIS EFFERSON.

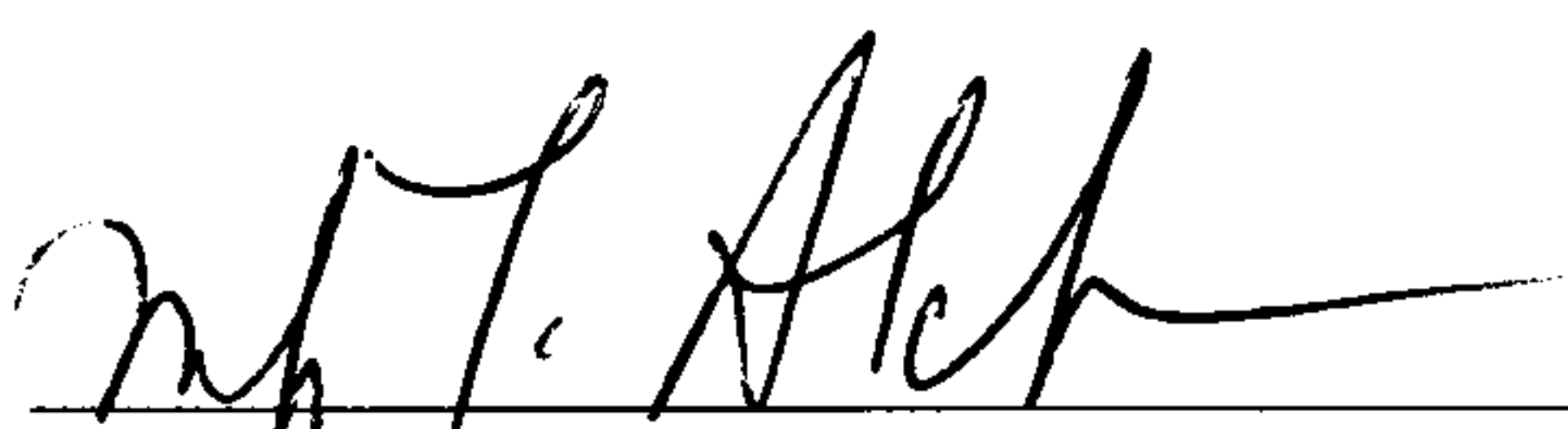
NOW THEREFORE, in consideration of the premises and a credit in the amount of TWELVE THOUSAND, TWO AND 46/100 Dollars toward a portion of the indebtedness secured by said mortgage, the said JAMES R. EFFERSON and wife, MAVIS EFFERSON, acting by and through Mike T. Atchison, as auctioneer conducting said sale and as attorney-in-fact for JAMES R. EFFERSON and wife, MAVIS EFFERSON, and for RAFAEL HERNANDEZ and wife, ANABEL HERNANDEZ,

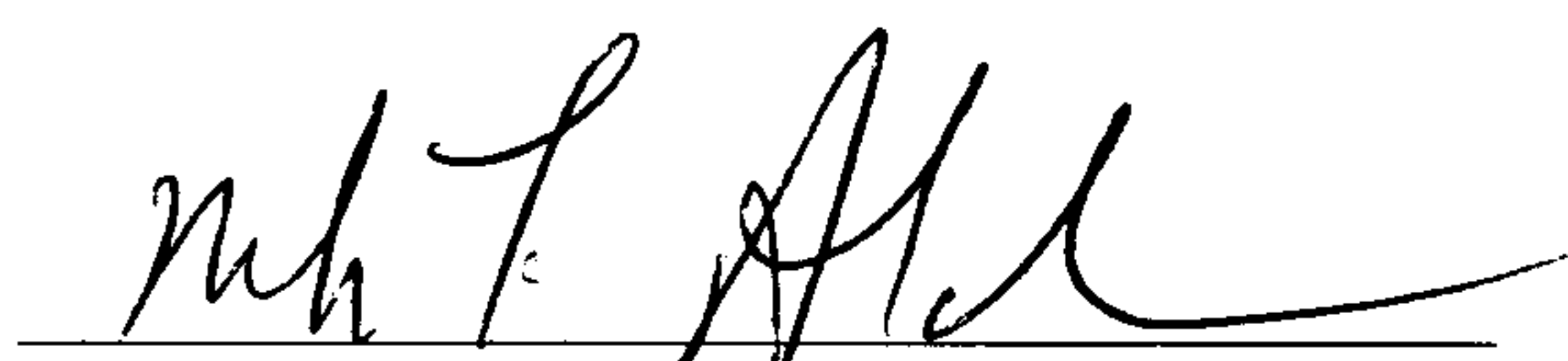
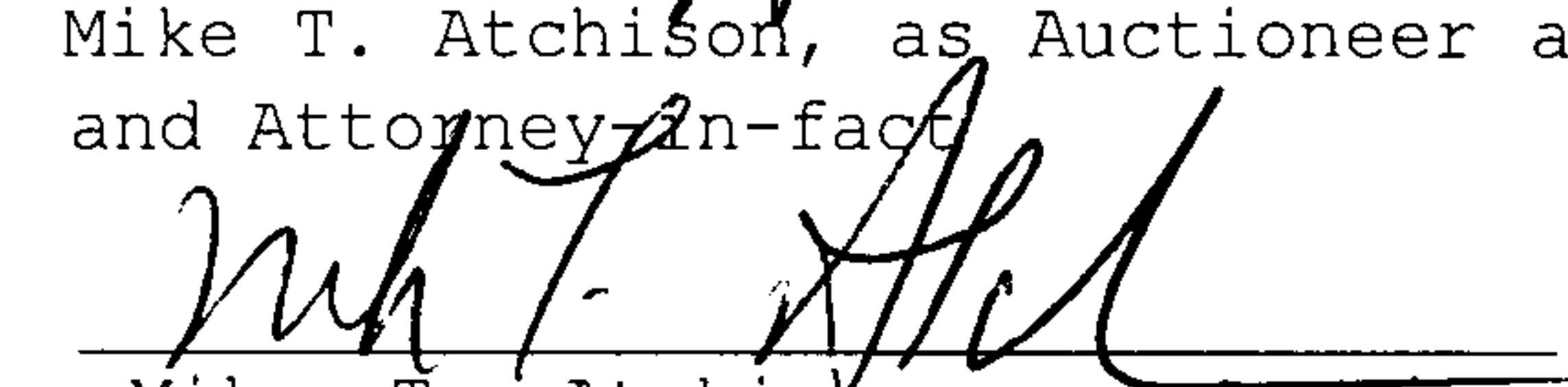
respectively, and by and through Mike T. Atchison, as auctioneer conducting said sale, does hereby grant, bargain, sell and convey unto the said JAMES R. EFFERSON and wife, MAVIS EFFERSON, the following described real estate situated in Shelby County, Alabama, together with all improvements thereon and appurtenances thereto, to-wit:

Lot 12, according to the survey of Deer Springs Estates, as recorded in Map Book 5, Page 38, in the Office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD the above described real estate unto the said JAMES R. EFFERSON and wife, MAVIS EFFERSON, their successors and assigns forever, together with the hereditaments and appurtenances thereto belonging; subject, however, to the statutory right-of-redemption from said foreclosure sale on the part of those entitled to redeem, as provided by the laws of Alabama, and to all easements, restrictions and rights-of-way of record.

IN WITNESS WHEREOF, the said JAMES R. EFFERSON and wife, MAVIS EFFERSON and RAFAEL HERNANDEZ and wife, ANABEL HERNANDEZ have caused this instrument to be executed by and through Mike T. Atchison, acting as auctioneer conducting said sale and as attorney-in-fact for all parties separately, and Mike T. Atchison, as auctioneer conducting said sale and as attorney-in-fact for each of said parties, has hereto set his hand and seal on this the 6th day of January, 2014.


Mike T. Atchison, as Auctioneer
Attorney-in-fact


Mike T. Atchison, as Auctioneer and
Attorney-in-fact

Mike T. Atchison, as Auctioneer
conducting said sale

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mike T. Atchison, whose name as Auctioneer is signed to the foregoing conveyance, and who signed the names of JAMES R. EFFERSON and wife, MAVIS EFFERSON to the above conveyance, and also signed the names of RAFAEL HERNANDEZ and wife, ANABEL HERNANDEZ 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 executed the same voluntarily on the day the same bears date, as the action of himself as Auctioneer and the person conducting said foreclosure sale for the said Mortgagee, with full authority, for and as the act of said Mortgagee, and for and as the act of RAFAEL HERNANDEZ and wife, ANABEL HERNANDEZ, in the mortgage referred to in the foregoing deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, on this the 6TH day of January, 2014.


Notary Public

My commission expires: 1-9-2017


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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 Rafael Hernandez Grantee's Name James R. Efferson
Mailing Address 4020 Hwy 11 Mailing Address 8455 Hwy 11
Pelham al 35124 Chelsea al
35043
Property Address 4020 Hwy 11 Date of Sale 1-6-2014
Pelham al Total Purchase Price \$ 12,002.00
35124 Or
Actual Value \$ _____
Or
Assessors 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
☐ Closing Statement FC

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 recording.

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 evidence 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 estimated 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, Section 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, Section 40-22-1 (h).

Date _____ Print M. L. T. Alchison
Unattested _____ Sign M. L. T. Alchison
(verified by) (Grantor/Grantee/Owner/Agent) circle one

