

10/27/2014 12:49:20 PM FILED/CERT

STATE OF ALABAMA Shelby County, AL 10/27/2014 State of Alabama Deed Tax: \$56.50 COUNTY OF SHELBY

## MORTGAGE FORECLOSURE DEED

## KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, heretofore on, April 6, 2007, to wit, Nikara K. Washington, an unmarried person, executed and delivered Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, First American Bank, and Lender's successors and assigns), a mortgage conveying to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, First American Bank, and Lender's successors and assigns), the property hereinafter described, which said mortgage was given to secure an indebtedness there in mentioned, and which Mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, under Instrument Number 20070423000185660, as corrected and re-recorded under Instrument Number 20070723000343530; said Mortgage having been transferred and assigned by Mortgage Electronic Registration Systems, Inc. (solely as nominee for Lender, First American Bank, and Lender's successors and assigns) to Alabama Housing Finance Authority by virtue of that certain Assignment of Mortgage dated July 22, 2014 and recorded in said Probate Office under Instrument Number 20140724000227730; and

WHEREAS, it was provided in said mortgage that if a default was made in the payment of the note, and each and every installment thereof, evidencing the indebtedness secured by said mortgage as they or any part thereof became due, then Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, First American Bank, and Lender's successors and assigns), would have the right to declare the entire indebtedness secured by said mortgage due and payable at once and to sell the property conveyed by said mortgage at public outcry for cash at the Shelby County Courthouse door in the City of Columbiana, Alabama, after first giving notice of the time, place and terms of said sale for three weeks by publication in any newspaper then published in said County; and

WHEREAS, it was further provided in said mortgage that in the event of such sale the said Assignee was authorized and empowered to purchase the property conveyed in said mortgage if the higher bidder therefore, the same as if it were a stranger to said conveyance and in such event the auctioneer or person making said sale was empowered, directed and authorized to execute a deed to such purchaser at said sale in the names of the Mortgagors; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and said Alabama Housing Finance Authority, as Assignee, did declare all of the indebtedness secured by said mortgage due and payable; and

WHEREAS, Alabama Housing Finance Authority, as Assignee, acting under the power of sale contained in said mortgage, did give notice for three weeks by weekly insertion in The Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of September 17, 2014, September 24, 2014 and October 1, 2014, that it would sell said property at the Shelby County Courthouse door in the City of Columbiana, Alabama, at auction to the highest bidder for cash, during the legal hours of sale on October 23, 2014; and

WHEREAS, after having given said notice, Alabama Housing Finance Authority, as Assignee, on the 23rd day of October, 2014., during the legal hours of sale, did offer said property to the highest bidder for cash at the Shelby County Courthouse door in the City of Columbiana, Alabama; and

WHEREAS, Star Properties, L.L.C., being the highest, best and last bidder at said sale, became the purchaser of said property at and for the sum of Fifty-Six Thousand Ninety One and 00/100 Dollars (\$56,091.00).

NOW, THEREFORE, Nikara K. Washington, by Dan Head, the auctioneer making said sale, and Dan Head, as said auctioneer, for and in consideration of the premises and the sum of Fifty-Six Thousand Ninety One and 00/100 Dollars (\$56,091.00), applied by Alabama Housing Finance Authority, as Assignee, to the indebtedness secured by said mortgage, do hereby Grant, Bargain, Sell and Convey unto the said, Star Properties, L.L.C., its successors and assigns, the following described property, situated in Shelby County, State of Alabama, to-wit:

Lot 288-A, according to the Survey of Waterford Village, Sector 5, Phase 3, as recorded in Map Book 37, Page 65, in the Probate Office of Shelby County, Alabama.

This conveyance is made subject to any and all easements, encumbrances, restrictions, reservations and rights of way, if any, appearing of record affecting the above described property. This conveyance is also made subject to the statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws of the State of Alabama and the United States of America and unpaid taxes, if any.

TO HAVE AND TO HOLD, the aforegranted property unto the said Star Properties, L.L.C., its successors and assigns, forever.

IN WITNESS WHEREOF, Nikara K. Washington, by Dan Head, the person making said sale, Alabama Housing Finance Authority, by Dan Head, as auctioneer and the person making said sale, and Dan Head, as auctioneer and the person making said sale, have caused this instrument to be executed on this, the 23rd day of October, 2014.

NIKARA K. WASHINGTON		ALABAMA HOUSING FINANCE AUTHORITY  By:
As auctioneer and the person nest said sale	naking	As auctioneer and the person making said sale  By:
		As auctioneer and the person making said sale
STATE OF ALABAMA	)	
COUNTY OF SHELBY	;	

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Dan Head, whose name as auctioneer and the person conducting said sale, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as auctioneer and the person making said sale, and with full authority, executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this 23rd day of October, 2014.

Notary Public *O*My commission expires: 0.9-0.7-20/5.

(SEAL)

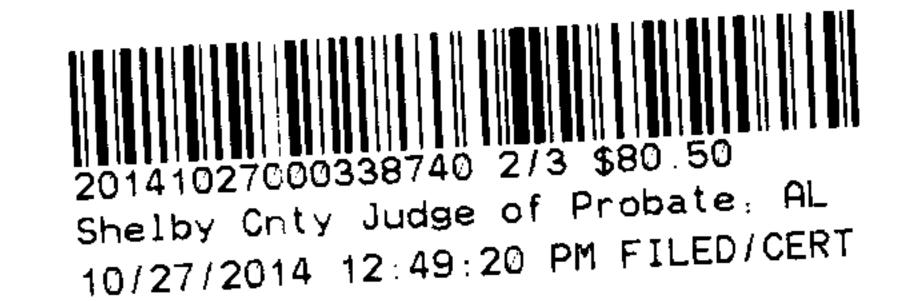
This instrument prepared by: Bowdy J. Brown, Esq. Sasser, Sefton & Brown, P.C. Post Office Box 4539

Montgomery, AL 36103-4539

Our File No.: 49696.1384 Nikara K. Washington

FOR AD VALOREM TAX PURPOSES: Start Properties, L.L.C., 2201 Hidden Ridge

Circle, Birmingham, AL 35243, (205) 410-6105



ALIPIER

## Real Estate Sales Validation Form

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

Grantor's Name Mailing Address	Nikara Washington via Den Hend, Austrenser 2158 Village La Celera, AL 35040		Star Properties, LLL  2001 Holden Ridge Ci- Birmingham, AL 35243
Property Address	2158 Vill-96 La Calera, AL 35040	Date of Sale Total Purchase Price or Actual Value	\$ 50,091.00
•		or Assessor's Market Value	\$ <u>\$</u>
•			
•	document presented for recorf this form is not required.	rdation contains all of the re	equired information referenced
	nd mailing address - provide the eir current mailing address.	nstructions ne name of the person or p	ersons conveying interest
Grantee's name a to property is bein	nd mailing address - provide t ig conveyed.	he name of the person or p	persons to whom interest
Property address	- the physical address of the p	property being conveyed, if	available.
Date of Sale - the	date on which interest to the	property was conveyed.	
•	ice - the total amount paid for y the instrument offered for re	•	ty, both real and personal,
conveyed by the i	ne property is not being sold, the netrument offered for record. It is not the assessor's current ma	This may be evidenced by	y, both real and personal, being an appraisal conducted by a
excluding current responsibility of v	ided and the value must be deuse valuation, of the property aluing property for property tax of Alabama 1975 § 40-22-1 (I	as determined by the local x purposes will be used and	
accurate. I further	_	tements claimed on this fo	ned in this document is true and rm may result in the imposition
Date 10-26-214		Print Lewis U. Commi	
Unattested		Sign	
	(verified by)		tee/Owner/Agent) circle one

20141027000338740 3/3 \$80.50 Shelby Cnty Judge of Probate: AL 10/27/2014 12:49:20 PM FILED/CERT Form RT-1