

STATE OF ALABAMA

COUNTY OF SHELBY

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on April 15, 2004, to-wit: Kelly R. Price and Pamela Shaw Price, husband and wife, executed a mortgage to Argent Mortgage Company, LLC, its successors and assigns, herein called the Mortgagee, which said mortgage was recorded on the May 25, 2004, in Instrument Number 20040525000277030, 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 July 15, 2014, in Instrument Number 20140715000214270, 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 October 1, 2014, October 8, 2014, and October 15, 2014, that the hereinafter described property would be sold before the front door of the Shelby County Courthouse at Columbiana, Alabama, at public outcry to the highest bidder for cash, within the legal hours of sale on November 4, 2014, 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 \$37,500.00, cash, which was the highest, best, and last bid therefore; and

WHEREAS, the undersigned, Danielle Bowling, 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 Kelly R. Price and Pamela Shaw Price, 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 306 Dogwood Drive, Chelsea, AL 35043, but in the event of a discrepancy, the legal description shall control to-wit:

A parcel of land containing ½ acre, more or less, located in the North ½ of the SE quarter of the SW quarter of the SW quarter of Section 12, Township 20 South, Range 2 West, Shelby County, Alabama, described as follows: Commence at the SE corner of the SW quarter of the SW quarter of said Section 12; thence run North along the East line of said quarter- quarter section a distance of 668.04 feet; thence turn left 89 degrees 11 minutes 29 seconds for a distance of 75 feet to an iron pin on the North line of said quarter – quarter –quarter section and the point of beginning. Thence continue last course a distance of 150 feet to an iron pin; thence turn left 90 degrees 00 minutes 00 seconds for a distance of 150 feet to an iron pin; thence turn left 90 degrees 00 minutes 00 seconds for a distance of 150 feet to an iron pin; thence turn left 90 degrees 00 minutes 00 seconds for a distance of 150 feet to the point of beginning.

Subject to all restrictions, reservations, rights, easements, rights of way, provisions, covenants and building set-back lines of record.

Also easement for ingress and egress as recorded in Book 312, Page 18.

An easement for ingress and egress to and from grantees property which is described in Deed Book 310, Page 746 in the Probate records of Shelby County, Alabama, which said right of way easement shall be perpetual and shall be 20 feet in width, the center line of which shall be the existing driveway leading to said grantees property across grantors' property in the SW ½ of the SW ½ of Section 12 Township 20 South, Range 2 West.

Shelby County, AL 11/05/2014
State of Alabama
Deed Tax: \$37.50


20141105000350230 1/3 \$59.50
Shelby Cnty Judge of Probate, AL
11/05/2014 03:33:19 PM FILED/CERT

There is also conveyed to grantees the right to use water from the well located on grantor's property and an easement for the installation and maintenance of water and utility lines to and from said well to the home located on said grantees' property.

TO HAVE AND TO HOLD unto the 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 Kelly R. Price and Pamela Shaw Price, 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.

Kelly R. Price and Pamela Shaw Price, husband and wife, and JPMC Specialty Mortgage LLC

BY: Danielle Bowling
Danielle Bowling
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 Danielle Bowling, whose name as attorney-in-fact and auctioneer for Kelly R. Price and Pamela Shaw Price, 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 4th day of November, 2014.

Kathryn F. Davis
Notary Public
My Commission Expires: 2-7-2017

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

Grantees Address:
3415 Vision Drive
Columbus, OH 43219

Grantors Address:
306 Dogwood Drive
Chelsea, AL 35043


20141105000350230 2/3 \$59.50
Shelby Cnty Judge of Probate, AL
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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 Kelly & Pamela Price
Mailing Address 306 Dogwood Drive
Chelsea, AL 35043

Grantee's Name JPMorgan Chase Bank, NA
Mailing Address 3415 Vision Drive
Columbus, OH 43219

Property Address 306 Dogwood Drive
Chelsea, AL 35043

Date of Sale 11/4/2014
Total Purchase Price \$
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 Bid @ Sale: \$37,500.00
☐ 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 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 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 _____
Unattested _____
Print Danielle Bowling
Sign Danielle Bowling
(verified by) (Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1