


STATE OF ALABAMA)
 :
COUNTY OF SHELBY)


20150121000020890 1/3 \$27.00
Shelby Cnty Judge of Probate, AL
01/21/2015 08:11:53 AM FILED/CERT

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, heretofore on, March 21, 2003, to wit, Andrew Wade Kimbrel and Misty Dawn Kimbrel, husband and wife, executed and delivered New South Federal Savings Bank, a mortgage conveying to New South Federal Savings Bank, 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, in Instrument Number 20030404000200540; said Mortgage having been transferred and assigned by New South Federal Savings Bank to Alabama Housing Finance Authority by virtue of that certain Assignment of Mortgage dated April 11, 2003 and recorded in said Probate Office under Instrument Number 20031110000745460; said Mortgage having been transferred and assigned by Alabama Housing Finance Authority to New South Federal Savings Bank by virtue of that certain Assignment of Mortgage dated April 14, 2003 and recorded in said Probate Office as Instrument Number 20031110000745470; said Mortgage having been further transferred and assigned by New South Federal Savings Bank to Alabama Housing Finance Authority by virtue of that certain Assignment of Mortgage dated July 5, 2005 and recorded as Instrument Number 20050902000454430; 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 New South Federal Savings Bank, 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 November 26, 2014, December 3, 2014 and December 10, 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 January 16, 2015; and

WHEREAS, after having given said notice, Alabama Housing Finance Authority, as Assignee, on the 16th day of January, 2015, 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, Alabama Housing Finance Authority, as Assignee, being the highest, best and last bidder at said sale, became the purchaser of said property at and for the sum of One Hundred Eighteen Thousand Four Hundred Thirty Nine and 85/100 Dollars (\$118,439.85).

NOW, THEREFORE, Andrew Wade Kimbrel and Misty Dawn Kimbrel, 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 One Hundred Eighteen Thousand Four Hundred Thirty Nine and 85/100 Dollars (\$118,439.85), 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, Alabama Housing Finance Authority, its successors and assigns, the following described property, situated in Shelby County, State of Alabama, to-wit:

Lot 325, according to the Survey of Shelby Forest Estates, 3rd Sector, as recorded in Map Book 24, Page 48, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, the aforegranted property unto the said Alabama Housing Finance Authority, its successors and assigns, forever; subject, however, 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. This conveyance is made subject to unpaid taxes and assessments, if any.

IN WITNESS WHEREOF, Andrew Wade Kimbrel and Misty Dawn Kimbrel, 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 16th day of January, 2015.

ANDREW WADE KIMBREL AND
MISTY DAWN KIMBREL

By: [Signature]
As auctioneer and the person making
said sale

ALABAMA HOUSING FINANCE
AUTHORITY

By: [Signature]
As auctioneer and the person making
said sale

By: [Signature]
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 16th day of January, 2015.

(SEAL)

[Signature: Kim M. Foster]
Notary Public
My commission expires: 1-7-19

This instrument prepared by:
Bowdy J. Brown, Esq.
Sasser, Sefton & Brown, P.C.
Post Office Box 4539
Montgomery, AL 36103-4539

Our File No.: 49696.1122 Andrew Wade Kimbrel and Estate of Misty Dawn Kimbrel
**FOR AD VALOREM TAX PURPOSES: Alabama Housing Finance Authority, Post
Office Box 242928, Montgomery, AL 36124.**



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FCD 49696.1122 Kimbrel

Real Estate Sales Validation Form

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

Grantor's Name	Andrew Wade Kimbrel	Grantee's Name	Alabama Housing Finance Authority
	Misty Dawn Kimbrel	Grantee's Address	Post Office Box 242928
Mailing Address	See Below		Montgomery, Alabama 36124-2928
			(334) 244-9200
Property Address	721 Shelby Forest Trail	Date of Sale	01/16/2015
	Chelsea, AL 35043	Total Purchase Price	\$118,439.85
		or	
		Actual Value	\$ <u>N/A</u>
		or	
		Assessor's Market Value	\$ <u>N/A</u>

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)

- | | |
|--|---|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract | <input checked="" type="checkbox"/> Other - <u>FORECLOSURE SALE - TAX EXEMPT</u> |
| <input type="checkbox"/> 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 Code of Alabama 1975 § 40-22-1 (h).

Date 01/16/2015

____ Unattested

JCB

(verified by)

Print Alabama Housing Finance Authority

Sign

(Grantor/Grantee/Owner/Agent) circle one

Bowdy J. Brown, Esq.

Sasser, Sefton & Brown, P.C.

Post Office Box 4539

Montgomery, Alabama 36103-4539

(334) 532-6144

Form RT-1