

STATE OF ALABAMA)

COUNTY OF SHELBY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on October 21, 2009, to-wit: Jonathan Swenson, Cindy M. Swenson husband and wife, executed a mortgage to Mortgage Electronic Registration Systems, Inc., solely as nominee for New South Federal Savings Bank, its successors and assigns, herein called the Mortgagee, which said mortgage was recorded on October 26, 2009, in Instrument #20091026000401020, 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 EverBank, by assignment recorded November 5, 2014 in Instrument #20141105000350210, 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 November 26, 2014, December 3, 2014, and December 10, 2014, that the hereinafter described property would be sold at the Shelby County Courthouse at Columbiana, Alabama, at public outcry to the highest bidder for cash, within the legal hours of sale on January 27, 2015, 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 **EverBank**, became the purchaser of the hereinafter described property at and for the sum of \$151,274.52, cash, which was the highest, best, and last bid therefore; and

WHEREAS, the undersigned, Nick Marion, conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by EverBank;

NOW THEREFORE, IN consideration of the premises Jonathan Swenson, Cindy M. Swenson husband and wife, and EverBank, 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 **EverBank**, the following described real property situated in Shelby County, Alabama, at 125 Cupids Lane, Chelsea, AL 35043, but in the event of a discrepancy, the legal description shall control to-wit:

Commence at the Northeast corner of the North one-half of the Northwest Quarter of Section 4, Township 20 South, Range 1 West; thence run South along the East boundary line of Quarter-Quarter line for 654.06 feet; thence turn an angle of 89 degrees 12 minutes to the right and run 1196.84 feet; thence turn an angle of 89 degrees 05 minutes 17 seconds left and run 481.96 feet to the point of beginning; thence continue along last said course for 181.26 feet; thence turn an angle of 90 degrees 57 minutes 30 seconds left and run 240.04 feet; thence turn an angle of 89 degrees 04 minutes 21 seconds left and run 181.26 feet; thence turn an angle of 90 degrees 55 minutes 39 seconds left and run 240.30 feet to the point of beginning.

Also a 60 foot easement described as follows:

Commence at the Northeast corner of the North one-half of the Northwest Quarter of Section 4, township 20 South, Range 1 West; thence run South along the East line of said Quarter Section a distance of 594.06 feet to the point of beginning; thence continue along last course for 60.00 feet; thence turn an angle of 89 degrees 12 minutes to the right and run West a distance of 1196.84 feet; thence turn an angle of 89 degrees 05 minutes 17 seconds to the left and run 663.22 feet to the South line of said Quarter Section; thence turn an angle of 89 degrees 02 minutes 30 seconds right and run West along said South line of Quarter Section for 60.0 feet; thence turn an angle of 90 degrees 57 minutes 30 seconds right and run 723.27 feet; thence turn an angle of 89 degrees 05 minutes 17 seconds right and run 1256.72 feet to the point of beginning.



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Shelby Cnty Judge of Probate, AL
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TO HAVE AND TO HOLD unto **EverBank**, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said **EverBank**, 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 Jonathan Swenson, Cindy M. Swenson husband and wife, and EverBank, 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.

Jonathan Swenson, Cindy M. Swenson husband and wife and EverBank

BY:


Nick Marion

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 Nick Marion, whose name as attorney-in-fact and auctioneer for Jonathan Swenson, Cindy M. Swenson husband and wife, and EverBank, 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 27th day of January, 2015.


Notary Public
My Commission Expires: 4/20/18

THIS INSTRUMENT PREPARED BY:

ROBERT J. WERMUTH/rgm

Stephens Millirons, P.C.

P.O. Box 307

Huntsville, Alabama 35804

Grantees Address:


8100 Nations Way

Jacksonville, FL 32256

Grantors Address:

125 Cupids Lane

Chelsea, AL 35043


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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 | Jonathan & Cindy Swenson | Grantee's Name | EverBank |
| Mailing Address | | Mailing Address | 8100 Nations Way Jacksonville, FL 32256 |
| Property Address | 125 Cupids Lane Chelsea, AL 35043 | Date of Sale | 01/27/2015 |
| | | 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)

- | | |
|--|--|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract | <input checked="" type="checkbox"/> Other - Bid at foreclosure sale - \$151,274.52 |
| <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 in Code of Alabama 1975 § 40-22-1 (h).

Date _____

Print _____

Unattested _____

Sign _____

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1

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