

## FORECLOSURE DEED

STATE OF ALABAMA )

)

SHELBY COUNTY )



20150304000066670 1/4 \$27.00  
Shelby Cnty Judge of Probate, AL  
03/04/2015 12:19:05 PM FILED/CERT

### KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS**, on to-wit, June 1, 2012, Joshua Allen Henderson and Suzanne L. Henderson, husband and wife ("Mortgagors"), executed a certain mortgage ("Mortgage") to Mortgage Electronic Registration Systems, Inc. solely as nominee for Trustmark National Bank, said Mortgage being recorded June 1, 2012, in Instrument No. 20120612000207650, in the Office of the Judge of Probate of Shelby County, Alabama; assigned to Trustmark National Bank, by instrument recorded in Instrument No. 20150126000026670 in the Office of the Judge of Probate of Shelby County, Alabama. All instruments recorded in the Office of the Judge of Probate of Shelby County, Alabama.

**WHEREAS**, default was made in the payment of the indebtedness secured by said Mortgage, and Trustmark National Bank, as holder, did declare all of the indebtedness secured by the said Mortgage, due and payable, and said Mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said Mortgage in accordance with the terms thereof, by U.S. Mail and by publication in *The Shelby County Reporter*, a newspaper published in Shelby County, Alabama, in its issues of February 4, 2015, February 11, 2015 and February 18, 2015.

**WHEREAS**, on March 4, 2015, the day on which the foreclosure sale was due to be held under the terms of said notice between the legal hours of sale, said foreclosure sale was duly and properly conducted, and Trustmark National Bank did offer for sale and sell at public outcry, in front of the Courthouse door, Shelby County, Alabama, the property hereinafter described; and

**WHEREAS**, the highest and best bid obtained for the property described in the Mortgage was the bid of Federal National Mortgage Association in the amount of Three Hundred Twenty Seven Thousand Five Hundred Ninety Three and 39/100's (\$327,593.39) Dollars, which sum was offered to be credited on the indebtedness secured by the Mortgage, and said property was thereupon sold to Federal National Mortgage Association, as purchaser; and

**WHEREAS**, Paul J. Spina, III, conducted said sale on behalf of Trustmark National Bank, as holder; and

**WHEREAS**, the terms of the Mortgage expressly authorized the person conducting said sale to execute to the purchaser at said sale a deed to the property so purchases;

**NOW THEREFORE**, in consideration of the premises and the payment of Three

Hundred Twenty Seven Thousand Five Hundred Ninety Three and 39/100's (\$327,593.39) Dollar, Mortgagors, by and through Trustmark National Bank does grant, bargain, sell and convey unto Federal National Mortgage Association the following described real property situated in Shelby County, Alabama to wit:

Lot 2854, according to the Survey of Highland Lakes, 28th Sector, an Eddleman Community, as recorded in Map Book 34, Page 30, in the Probate Office of SHELBY County, ALABAMA; being situated in Shelby County, Alabama.

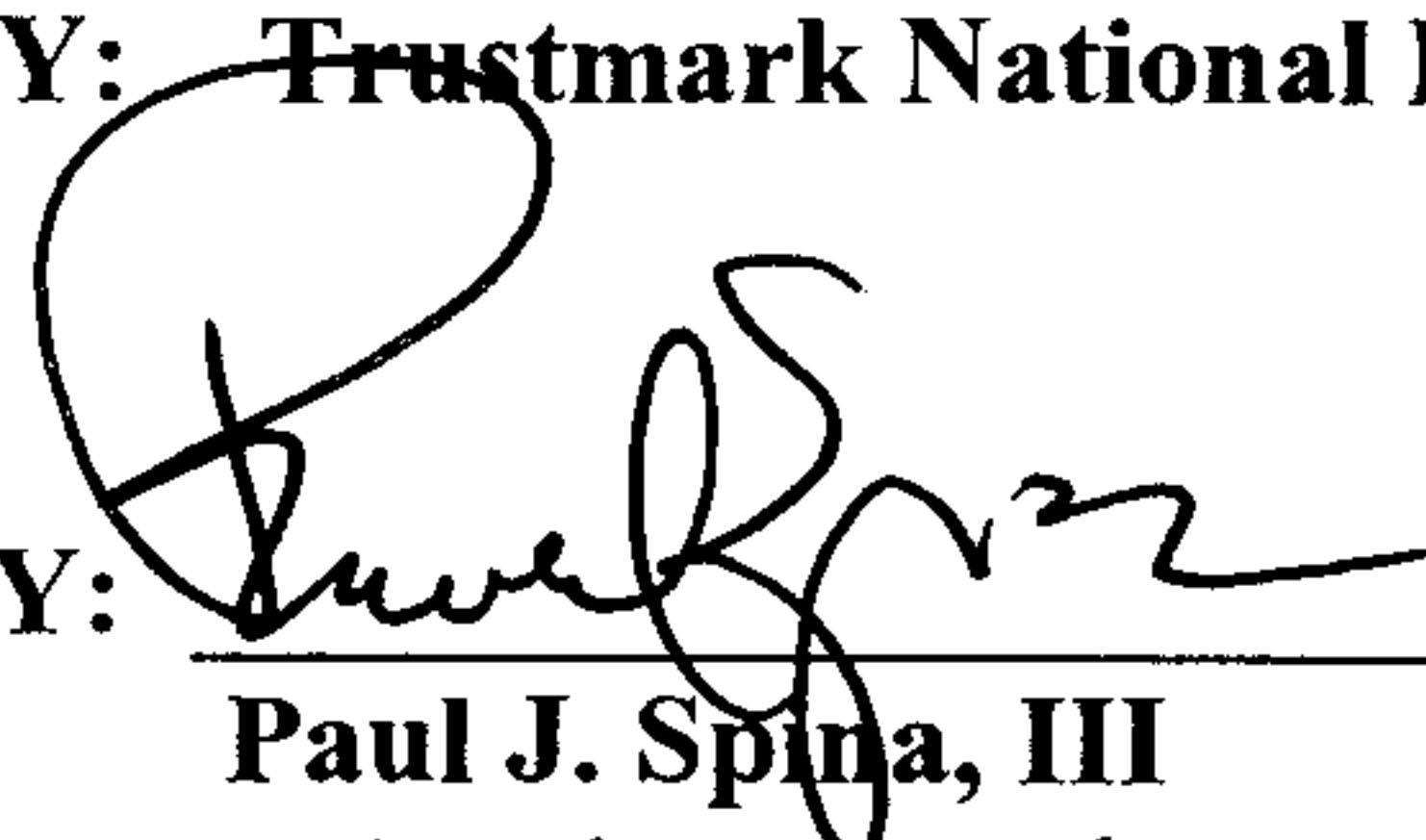
Together with nonexclusive easement to use the private roadways, common area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument No.1994-07111 and amended in Instrument No.1996-17543 and further amended in Instrument No, 1999-31095, in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, A Residential Subdivision, 28<sup>0</sup> Sector, recorded as Instrument No. 20041109000615190, in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").


**TO HAVE AND TO HOLD**, the above described property unto Federal National Mortgage Association, its successors, assigns and legal representatives; subject however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

**IN WITNESS WHEREOF**, Trustmark National Bank, as holder, has caused this instrument to be executed by and through Paul J. Spina, III, as auctioneer conducting said sale for said Mortgagee, and said Paul J. Spina, III, has hereto set his hand and seal on this the 4th day of March, 2015.

**BY: Joshua Allen Henderson and Suzanne L. Henderson**

**BY: Trustmark National Bank**

**BY:**   
**Paul J. Spina, III**  
as Auctioneer and Attorney-in-Fact

  
20150304000066670 2/4 \$27.00  
Shelby Cnty Judge of Probate, AL  
03/04/2015 12:19:05 PM FILED/CERT



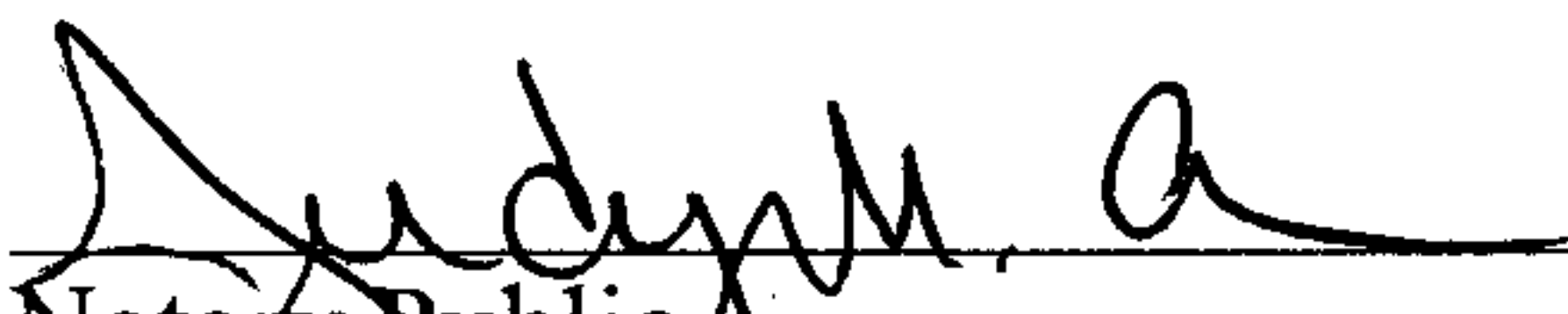
STATE OF ALABAMA     )

JEFFERSON COUNTY     )


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul J. Spina, III, whose name as auctioneer and attorney in-fact for the Mortgagee, 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 this conveyance, he in his capacity as such auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of March, 2015.

[Notary Seal]

  
Notary Public  
My Commission Expires ~~March 26, 2018~~ MY COMMISSION EXPIRES: March 26, 2018

This instrument prepared by:  
Paul K. Lavelle  
SPINA & LAVELLE, P.C.  
One Perimeter Park South  
Suite 400N  
Birmingham, Alabama 35243  
(205) 298-1800  
Attorneys for Mortgagee

  
20150304000066670 3/4 \$27.00  
Shelby Cnty Judge of Probate, AL  
03/04/2015 12:19:05 PM FILED/CERT

Send Tax Notice to:  
Trustmark National Bank  
PO Box 522  
Jackson, MS 39205

# Real Estate Sales Validation Form

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

Grantor's Name Joshua and Suzanne Henderson  
Mailing Address 1040 Baldwin Ln  
Birmingham AL 35242

Grantee's Name FNMA  
Mailing Address 3900 Wisconsin Ave NW  
Washington, DC 20016-2892

Property Address 1040 Baldwin Ln  
Birmingham AL 35242

Date of Sale 3-4-2015  
Total Purchase Price \$ 327,593.39

or  
Actual Value \$ \_\_\_\_\_  
or  
Actual 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  
☐ Sales Contract  
☐ Closing Statement

☐ Appraisal  
☒ Other Foreclosure Deed

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 3-4-2015

  
20150304000066670 4/4 \$27.00  
Shelby Cnty Judge of Probate, AL  
03/04/2015 12:19:05 PM FILED/CERT

Unattested

(verified by)

Spina & Lavelle, P.C.

by:

Paul Lavelle

Sign:

As Attorney for: Trustmark National Bank