

THIS INSTRUMENT PREPARED BY:

Robert J. Morris, Esq.

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Deatsville, AL 36022

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20150424000133880 1/4 \$27.00
Shelby Cnty Judge of Probate, AL
04/24/2015 12:37:44 PM FILED/CERT

MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, heretofore on January 14, 2006, Earl Kenneth Hunt and Earl Kenneth Hunt, II (mortgagors), executed a certain mortgage on the property hereinafter described to Hanna Family Partnership, LTD (mortgagee) which said mortgage is recorded in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. #20060127000044770; and

WHEREAS, on June 25, 2014, said Mortgage was corrected by Confirmation Mortgage – Correction of Mistakes in Prior Mortgage by Earl Kenneth Hunt and Earl Kenneth Hunt, II (mortgagors), to Hanna Family Partnership, LTD (mortgagee), which Confirmation Mortgage – Correction of Mistakes in Prior Mortgage was recorded on June 27, 2014, as Instrument #20140627000194560 in the aforesaid Probate Office; and

WHEREAS, said Mortgage and Confirmation Mortgage – Correction of Mistakes in Prior Mortgage was assumed by Fred C. Hunt by Mortgage Assumption Agreement dated June 25, 2014, and recorded on June 27, 2014 as Instrument #20140627000194580 in the aforesaid Probate Office; and

WHEREAS, in and by said Mortgage and Confirmation Mortgage – Correction of Mistakes in Prior Mortgage the mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to pursue all of Mortgagee's rights and remedies for the collection of such debt, whether such rights and remedies are granted by the Mortgage, any other agreement, law, equity or otherwise, to include, without limitation, the institution of foreclosure proceedings against the Premises under the terms of this Mortgage and any applicable state or federal law. Under State law Mortgagee is authorized to sell said property before the County Courthouse door in Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some newspaper published in said County by publication once a week for three consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the mortgagee or any person conducting said sale for the mortgagee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bidder therefore; and,

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said Hanna Family Partnership, LTD, did declare all of the indebtedness secured by said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in *The Shelby County Reporter*, a newspaper of general circulation published in Shelby County, Alabama in its issues of April 1, 2015; April 8, 2015; and April 15, 2015; and


WHEREAS, on April 24, 2015, the day on which the foreclosure was due to be held under the terms of said notice between the legal hours of sale, said foreclosure was duly conducted and did offer for sale and sell at public outcry in front of the Courthouse door in Shelby County, Alabama, the property hereinafter described; and,

WHEREAS, Robert J. Morris was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the said Hanna Family Partnership, LTD, and whereas Hanna Family Partnership, LTD, was the highest bidder and best bidder, in the amount of Thirty Six Thousand and 00/100 Dollars (\$36,000.00) on the indebtedness secured by said mortgage, the said Hanna Family Partnership, LTD, by and through Robert J. Morris as auctioneer conducting said sale, and as Attorney-in-Fact for Hanna Family Partnership, LTD, and by and through Robert J. Morris as auctioneer conducting said sale, does hereby grant, bargain, sell, and convey unto Hanna Family Partnership, LTD the following described property situated in Shelby, Alabama:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 18 South, Range 1 East; thence run North along the East line of said 1/4-1/4 section 99.08 feet to the Northeast right of way line of Alabama State Highway No. 25; thence turn an angle of 42 degrees 26 minutes 00 seconds to the left and run along said highway right of way a distance of 870.23 feet to the point of beginning; thence continue in the same direction along said highway right of way a distance of 192.00 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 382.74 feet to the Southwest right of way of the Central of Georgia Railroad and the margin of a gravel road; thence turn an angle of 88 degrees 33 minutes to the right and run along said railroad right of way a distance of 192.06 feet; thence turn an angle of 97 degrees 27 minutes 32 seconds to the right and run a distance of 387.60 feet to the point of beginning. Situated in the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 18 South, Range 1 East, Shelby County, Alabama.

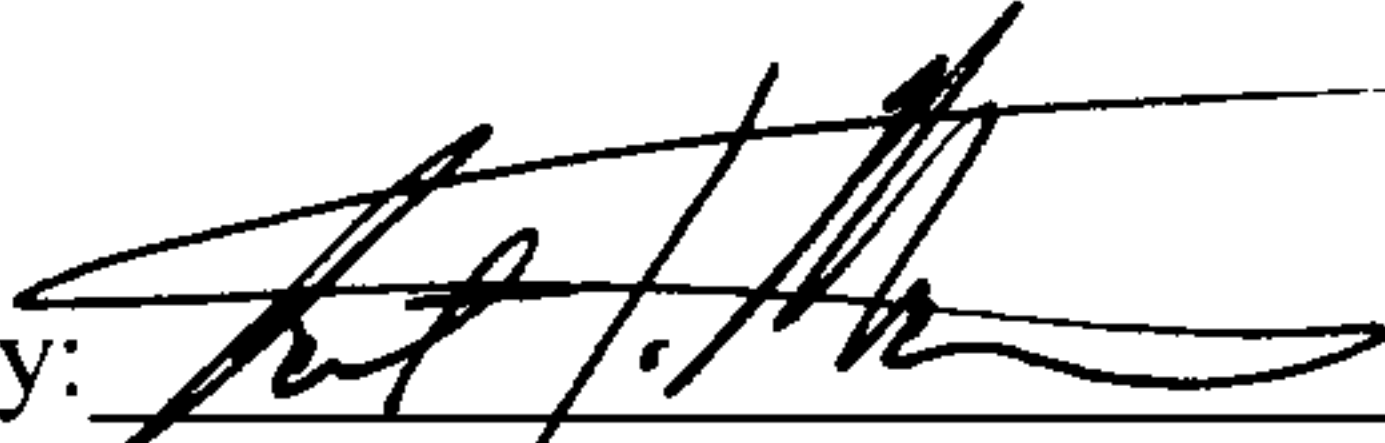
TO HAVE AND TO HOLD the above described property unto Hann Family Partnership, LTD, its heirs and assigns forever; subject, however, to the following:

- 1) The statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws in the State of Alabama.


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IN WITNESS WHEREOF, Hanna Family Partnership, LTD, LLC has caused this instrument to be executed by and through Robert J. Morris as auctioneer conducting said sale and as Attorney-in-Fact for all parties separately, and Robert J. Morris, as auctioneer conducting said sale and as Attorney-in-Fact for each of said parties, has hereto set his hand and seal on this the 24th day of April, 2015.

HANNA FAMILY PARTNERSHIP, LTD
(Mortgagee)

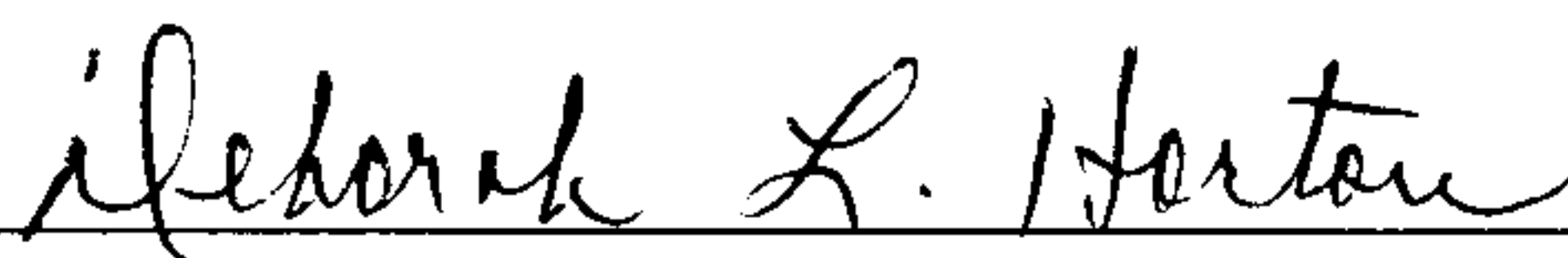
By: 
Robert J. Morris
Auctioneer and Attorney-in-Fact

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Robert J. Morris, whose name as auctioneer is signed to the foregoing conveyance, and who signed the name of Hanna Family Partnership, LTD (mortgagor) to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that being informed of the contents of the conveyance, having full authority to execute such conveyance, he executed the same voluntarily on the same day the same bears date, as the action of himself as auctioneer and the person conducting the same for Hanna Family Partnership, LTD, mortgagee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 24th day of April, 2015.

S E A L


NOTARY PUBLIC *Exp. 3-28-16*



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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 Fred C. Hunt
Mailing Address 50220 Highway 25
Sterrett, AL 35147

Grantee's Name Hanna Family Partnership, LTD
Mailing Address 516 McKee Road
Deatsville, AL 36022

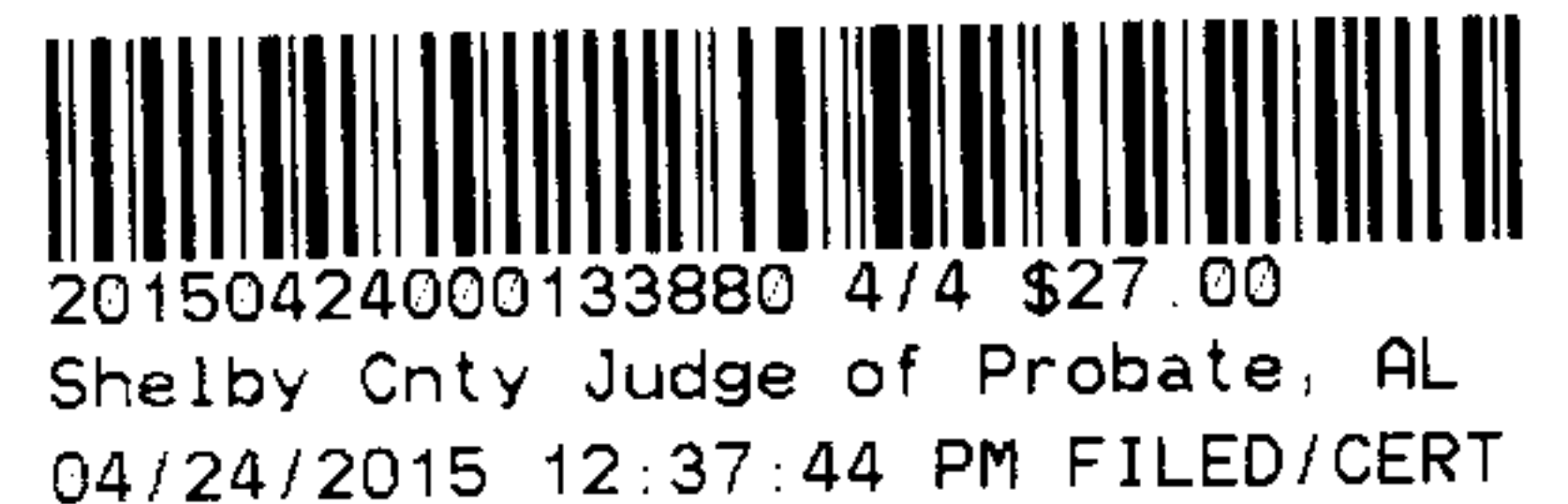
Property Address 50220 Highway 25
Sterrett, AL 35147

Date of Sale 04/24/2015
Total Purchase Price \$ 36,000.00
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
☐ Sales Contract
☐ Closing Statement

☐ Appraisal
☒ Other Foreclosure



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 04/24/2015

Print Robert J. Morris

☐ Unattested

Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1