


STATE OF ALABAMA)

COUNTY OF SHELBY)


20151217000430650 1/3 \$27.00
Shelby Cnty Judge of Probate, AL
12/17/2015 11:46:04 AM FILED/CERT

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on February 28, 2007, to-wit: Matthew C. Benton and Amanda M. Benton, husband and wife, executed a mortgage to Mortgage Electronic Registration Systems, Inc., solely as nominee for HMSV-USB Lending, LLC D.B.A. MortgageSouth, its successors and assigns, herein called the Mortgagee, which said mortgage was recorded on March 12, 2007, in Instrument No. 20070312000109970 and modified by that certain Loan Modification Agreement recorded on January 13, 2015 in Instrument No. 20150113000012950, in the Office of the Judge of Probate, Shelby County, Alabama, which conveyed the property hereinafter described to secure the indebtedness evidenced by a note, payable in installments, therein described; which mortgage and the indebtedness secured thereby was subsequently assigned to U.S. Bank National Association, by assignment recorded May 25, 2010 in Instrument No. 20100525000165950, of said Probate Court records; 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 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 said Mortgagee thereafter gave notice by publication in The Shelby County Reporter, a newspaper of general circulation and published in Shelby County, Alabama, on the September 30, 2015, October 7, 2015, and October 14, 2015, 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 November 3, 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 **FEDERAL HOME LOAN MORTGAGE CORPORATION**, became the purchaser of the hereinafter described property at and for the sum of \$34,010.00, cash, which was the highest, best, and last bid therefore; and

WHEREAS, the undersigned, Auction.com, conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by U.S. Bank National Association;

NOW THEREFORE, IN consideration of the premises Matthew C. Benton and Amanda M. Benton, husband and wife, and U.S. Bank National Association, 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 **FEDERAL HOME LOAN MORTGAGE CORPORATION** the following described real property situated in Shelby County, Alabama, 7144 Hwy 10, Montevallo, AL 35115, but in the event of a discrepancy, the legal description shall control to-wit:


Begin at a 3 inch tapped pipe known as the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 3, Township 22 South Range 4 West; thence run an assumed bearing of South 90 degrees 0 minutes 0 seconds East and run 251.04 feet to a 1 inch crimped pipe; thence South 0 degrees 7 minutes 12 seconds East and run 300.00 feet to a 5/8 inch capped rebar; thence North 90 degrees 0 minutes 0 seconds West and run 251.04 feet to a spike; thence South 0 degrees 7 minutes 12 seconds East and run 162.71 feet to a 5/8 inch capped rebar on the Northeasterly right of way line of County Road No. 10, said point being on a curve to the right having a central angle of 9 degrees 44 minutes 43 seconds and a radius of 679.06 feet; thence along the chord of said curve North 35 degrees 36 minutes 29 seconds West and run a chord distance of 115.36 feet to a 5/8 inch capped rebar at the end of said curve; thence along said right of way line North 30 degrees 44 minutes 08 seconds West and run 111.10 feet to a 5/8 inch capped rebar at the beginning of a curve to the left having a central angle of 13 degrees 57 minutes 46 seconds and a radius of 915.74 feet; thence along the chord of said curve North 37 degrees 43 minutes 02 seconds West and run a chord distance of 222.61 feet to a 5/8 inch capped rebar; thence North 35 degrees 42 minutes 59 seconds East and run 120.00 feet to a 5/8 inch capped rebar on the North line of the Northwest 1/4 of the Northwest 1/4 of said Section 3; thence South 89 degrees 58 minutes 11 seconds East along said 1/4 – 1/4 line and run 189.11 feet back to the point of beginning.

TO HAVE AND TO HOLD unto the said **FEDERAL HOME LOAN MORTGAGE CORPORATION**, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said **FEDERAL HOME LOAN MORTGAGE CORPORATION** 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 Matthew C. Benton and Amanda M. Benton, husband and wife, and U.S. Bank National Association, 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.

Matthew C. Benton and Amanda M. Benton, husband and wife and
U.S. Bank National Association
BY: Auction.com
ITS: Auctioneer and Attorney-in-Fact

BY: Don Wright
Don Wright


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STATE OF ALABAMA

COUNTY OF Tuscaloosa

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Don Wright whose name as auctioneer of Auction.com acting in its capacity as auctioneer and attorney-in-fact for Amanda M. Benton and Matthew C. Benton, and U.S. Bank National Association, 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 10th day of December, 2015.

Heather Hayden Jackson
Notary Public
My Commission Expires: _____

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

HEATHER HAYDEN JACKSON
Notary Public, Alabama State At Large
My Commission Expires
February 9, 2019

Grantees Address:
FHLMC
8250 Jones Branch Drive
MS A62
McLean, VA 22102

HEATHER HAYDEN JACKSON
Notary Public, Alabama State At Large
My Commission Expires
February 9, 2019

Grantors Address:
7144 Hwy 10
Montevallo, AL 35115

Real Estate Sales Validation Form

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

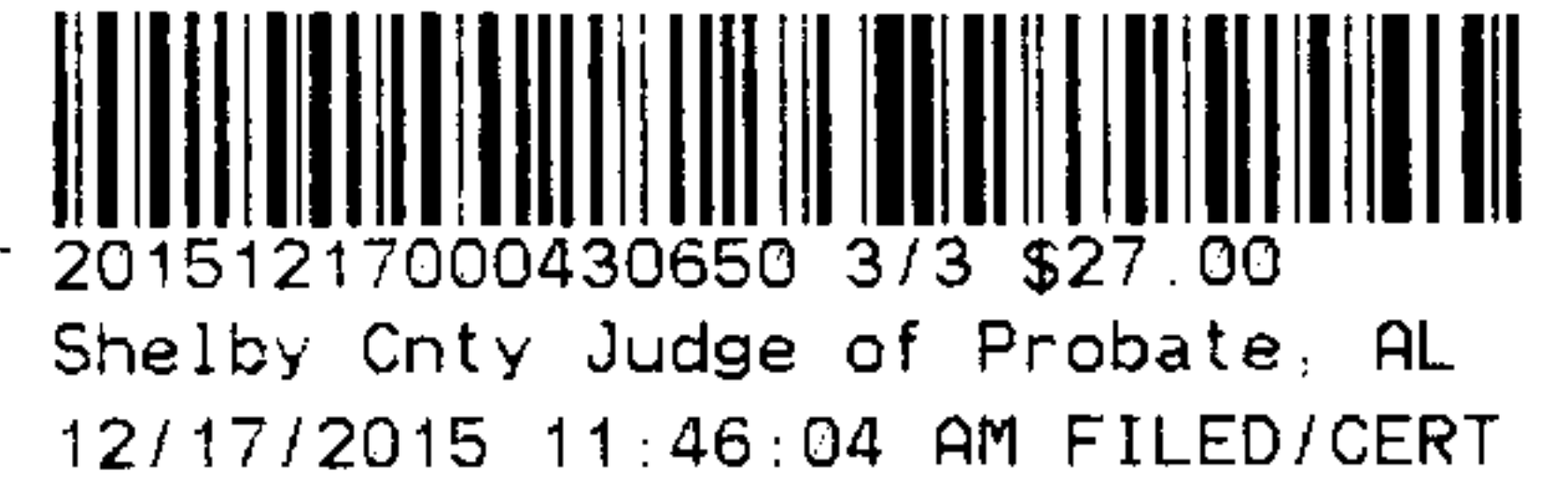
Grantor's Name Amanda & Matthew Benton
Mailing Address 7144 Highway 10
Montevallo, AL 35115

Grantee's Name Federal Home Loan Mtg Corporation
Mailing Address 8250 Jones Branch Drive
MS A62
McLean, VA 22102

Property Address _____
7144 Highway 10
Montevallo, AL 35115

Date of Sale 11/03/2015
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)

- ☐ Bill of Sale ☐ Appraisal
☐ Sales Contract ☒ Other - Bid at foreclosure sale - \$34,010.00
☐ 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 12/14/15

Print Robert J. Wermuth

Unattested

Sign

(Signature)
(Grantor/Grantee/Owner/Agent) circle one

Attorney

(verified by)

Print Form

Form RT-1