

STATE OF ALABAMA)

COUNTY OF SHELBY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on April 14, 2004, to-wit: Matthew T. Ewers and spouse, Holly N. Ewers, executed a mortgage to Coats & Co., Inc., its successors and assigns, herein called the Mortgagee, which said mortgage was recorded on April 23, 2004, in Instrument No. 20040423000210530, and re-recorded March 14, 2005, in Instrument No. 20050314000113060, and modified by that certain Loan Modification Agreement recorded August 19, 2014, in Instrument No. 20140819000260070, 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 Chase Manhattan Mortgage Corporation, by assignment recorded May 5, 2004 in Instrument No. 20040505000236010, and re-recorded August 9, 2005 in Instrument No. 20050809000406310, 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 February 8, 2017, February 15, 2017, and February 22, 2017, 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 March 14, 2017, 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 **Rental Resource Group, LLC**, became the purchaser of the hereinafter described property at and for the sum of \$89,000.00, cash, which was the highest, best, and last bid therefore; and


WHEREAS, the undersigned, Robert Aaron Warner, conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by JPMorgan Chase Bank, National Association successor by merger to Chase Home Finance, LLC, successor by merger to Chase Manhattan Mortgage Corporation;

NOW THEREFORE, IN consideration of the premises Matthew T. Ewers and spouse, Holly N. Ewers, and JPMorgan Chase Bank, National Association successor by merger to Chase Home Finance, LLC, successor by merger to Chase Manhattan Mortgage Corporation, 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 **Rental Resource Group, LLC**, the following described real property situated in Shelby County, Alabama, at 518 Walker Rd, Pelham, AL 35124, but in the event of a discrepancy, the legal description shall control to-wit:

LOT 10, ACCORDING TO THE SURVEY OF THE VILLAGE AT STONEHAVEN, PHASE 1,
AS RECORDED IN MAP BOOK 25, PAGE 119, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

TO HAVE AND TO HOLD unto **Rental Resource Group, LLC**, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said **Rental Resource Group, LLC**, 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.

Shelby County, AL 04/27/2017
State of Alabama
Deed Tax: \$89.00


20170427000144570 1/2 \$112.00
Shelby Cnty Judge of Probate, AL
04/27/2017 10:50:41 AM FILED/CERT

IN WITNESS WHEREOF, the said Matthew T. Ewers and spouse, Holly N. Ewers, and JPMorgan Chase Bank, National Association successor by merger to Chase Home Finance, LLC, successor by merger to Chase Manhattan Mortgage Corporation, 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 T. Ewers and spouse, Holly N. Ewers and JPMorgan Chase Bank, National Association successor by merger to Chase Home Finance, LLC, successor by merger to Chase Manhattan Mortgage Corporation

BY: Robert Aaron Warner
ITS: Auctioneer and Attorney-in-Fact

BY: *Robert Aaron Warner*

STATE OF ALABAMA

COUNTY OF *Shelby*

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Robert Aaron Warner, acting in its capacity as auctioneer and attorney-in-fact for Matthew T. Ewers and spouse, Holly N. Ewers, and JPMorgan Chase Bank, National Association successor by merger to Chase Home Finance, LLC, successor by merger to Chase Manhattan Mortgage Corporation, 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 *13th* day of *April*, 2017.

Laura Meyer
Notary Public
My Commission Expires: *6-10-19*

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

Grantees Address:
P.O. Box 824
Helena, AL 35080

Grantors Address:
518 Walker Rd.
Pelham, AL 35124

