

**NOTICE OF DEFAULT AND FORECLOSURE SALE**

WHEREAS, on 11th day of September, 2009, a certain Mortgage was executed by William K. Gentry and wife, Beverly K. Gentry as mortgagor in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Financial Freedom Acquisition, LLC, a subsidiary of OneWest Bank FSB as mortgagee and was recorded on September 18, 2009, in Instrument Number 20090918000357920 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the Mortgage was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and

WHEREAS, the Mortgage is now owned by the Secretary, pursuant to an assignment dated February 16, 2016 and recorded on February 22, 2016, in Instrument Number 20160222000052920 to CIT Bank, NA in the Office of the Judge of Probate of Shelby County, Alabama; said mortgage transferred and assigned to Secretary of Housing and Urban Development pursuant to an assignment dated July 27, 2016, and recorded on August 5, 2016, recorded in Instrument Number 20160805000278170 et. seq., in the Office of the Judge of Probate of Shelby County, Alabama,

WHEREAS, a default has been made in the covenants and conditions of the Mortgage in that the in that the payment due on July 29, 2017, was not made and remains wholly unpaid as of the date of this notice, and no payment has been made sufficient to restore the loan to currency; and

WHEREAS, the entire amount delinquent as of August 28, 2017 is \$264,406.39; and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the mortgage to be immediately due and payable;

NOW THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded in the Probate Records of Jefferson County, Alabama, notice is hereby giving that on the 8<sup>th</sup> day of August, 2018 between the hours of 11:00 am and 4:00 pm, local time, all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder:

LOT 14, ACCORDING TO THE SURVEY OF THE INDIAN VALLEY LAKE ESTATES 1<sup>ST</sup> SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 130, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Commonly known as: 1944 Indian Lake Drive, Birmingham, Alabama 35244.

The sale will be held at August 8, 2018, in front of the main entrance of the Shelby County, Alabama, Courthouse in the City of Columbiana, Shelby County, Alabama.

The Secretary of Housing and Urban Development will bid \$264,406.39.

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his prorated share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, all bidders except the Secretary must submit a deposit totaling \$26,440.64 [10% of the Secretary's bid] in the form of a certified check or cashier's check made out to the Secretary of HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$26,440.64 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like bid deposits, must be delivered in form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them.

The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extension will be for 15-day increments for a fee of \$500.00, paid in advance. The extension fee shall be in the form of a certified or cashier's check payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due.

If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to HUD for any costs incurred as a result of such failure. The Commissioner may, at the direction of the HUD representative, offer the property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price accordance with terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

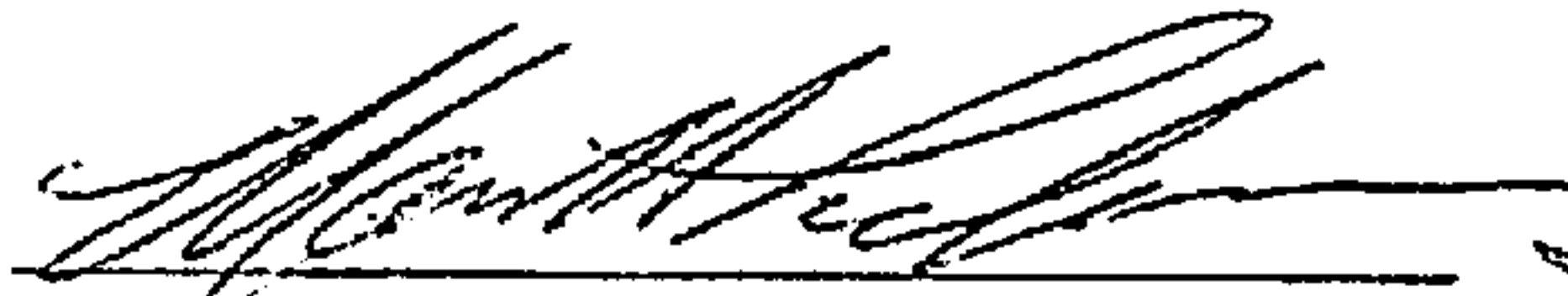
The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure sale is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD, before public auction of the property is completed.

The amount that must be paid in if the mortgage is to be reinstated prior to the scheduled sale is \$ 264,406.39 as of August 28, 2017, plus all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement.

Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

Date: 7/11/18

Mark A. Pickens  
Foreclosure Commissioner

  
P.O. Box 26101  
Birmingham, AL 35260  
(205)933-1169  
(205)933-6929 facsimile

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

Before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Mark A. Pickens, whose name is signed to the foregoing Affidavit, and who is known to me, acknowledged before me that he has read the foregoing document, knows the content thereof, and is informed and believes, and upon such information and belief, avers that the facts alleged therein are true and correct.

Given under my hand and official seal this 11<sup>th</sup> day of July, 2018.

This instrument prepared by:  
Mark A. Pickens  
P.O. Box 26101  
Birmingham, AL 35260  
MAP#17-0153

  
Notary Public  
My commission expires:  
MY COMMISSION EXPIRES FEBRUARY 13, 2020



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
07/13/2018 03:56:02 PM  
\$21.00 CHARITY  
20180713000251090