

NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on October 14, 2010, a certain Mortgage was executed by Alfred N Allinder and Joann Allinder, as joint tenants, as mortgagor, in favor of MetLife Home Loans, a Division of MetLife Bank, N.A., as mortgagee, and was recorded on February 11, 2011, in Instrument Number, 20110211000049830 and re-recorded in Instrument Number, Page 20101112000379950, and subsequently transferred and assigned to NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY, and said assignment being recorded in Instrument Number, 20120813000299700; and re-recorded in Instrument Number, 20130201000044100; and re-recorded in Instrument Number, 20160121000021840; and subsequently transferred and assigned to The Secretary Of Housing And Urban Development, and said assignment being recorded in Instrument Number, 20160721000254580; and

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

WHEREAS, a default has been made in the covenants and conditions of the Mortgage which remains wholly unpaid as of the date of this notice, and no payment has been made sufficient to restore the subject loan to currency; and

WHEREAS, the entire amount delinquent as of May 3, 2018, is \$139,908.18; 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 the undersigned by the Single Family

Mortgage Foreclosure Act of 1994 (“the Act”), 12 U.S.C. 3741 et seq., by 24 CFR Part 27, Subpart B, and by the Secretary’s designation of the undersigned as Foreclosure Commissioner, by instrument recorded on May 9, 2018 in Instrument Number, 20180509000159260, aforesaid records, notice is hereby given that on February 19, 2019, between the hours of 11:00 A.M. and 4:00 P.M., local time, all real and personal property at or used in connection with the following described premises (“the Property”) will be sold at public auction to the highest bidder:

ALL THAT PARCEL OF LAND IN CITY OF ALABASTER, SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED INST # 1999, PAGE 43887, ID# 23-1-11-3-002-025.000, LOT 25 ACCORDING TO THE SURVEY OF DOUGLAS MEADOWS AS RECORDED IN MAP BOOK 15 PAGE 80 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA

Said tract is situated in Shelby County, Alabama.

Commonly known as: 101 Douglas Dr., Alabaster, AL 35007

The sale will be held at the Shelby County Courthouse, in Columbiana, Alabama. The Secretary will bid \$149,086.97 plus the fees and costs associated with the sale.

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

When making his/her/their/its bids, all bidders, except the Secretary must remit to the undersigned a deposit totaling \$14,908.70 (10% of the Secretary’s bid) in the form of a certified check or cashier’s check made out to the Secretary of HUD. Each oral bid need not be accompanied by a deposit. If the successful bid is oral, a deposit of \$14,908.70 *same as 10%* 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 the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the high bidder, he/she need not pay the bid amount in cash. The successful bidder will pay all conveyancing fees, all real estate and other taxes that are due on or after the delivery of the remainder of the payment, and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned.

The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a designated fee of 500.00, paid in advance. The extension fee shall be in the form of a certified or cashier's check made 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 field office 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 field office 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(s) or others, subsequent to a completed foreclosure pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the 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 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.

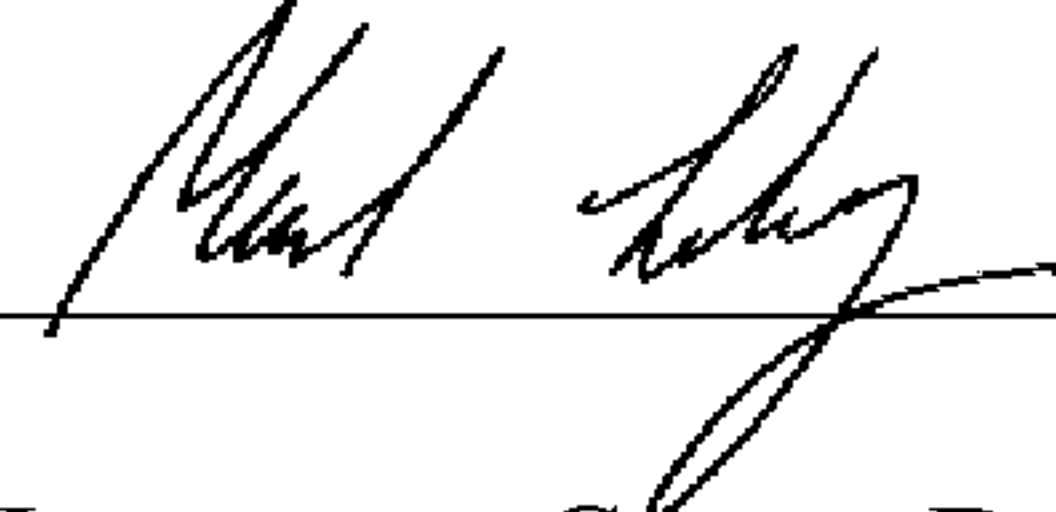
The amount that must be paid if the Mortgage is to be reinstated prior to the scheduled sale is \$149,086.97 as of February 19, 2019, plus all other amounts that would be due under the Mortgage agreement if payments under the Mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and or 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.

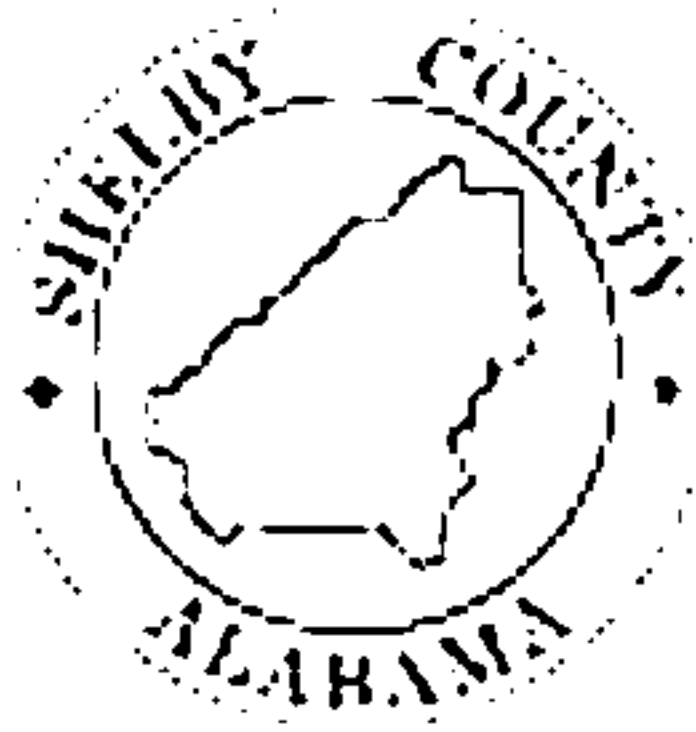
Date: January 17, 2019

20190118000020090 01/18/2019 08:51:19 AM NOTICE 5/5

Prepared By:
Michael Lindsey
Jauregui & Lindsey, LLC
Foreclosure Commissioner

By: 

244 Inverness Center Dr Ste 200
Birmingham, AL 35242
Phone: (205) 970-2233
Fax: (205) 970-3886



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/18/2019 08:51:19 AM
\$33.00 CHERRY
20190118000020090

