

PREPARED BY:

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STATE OF ALABAMA
COUNTY OF SHELBY

Please Cross Reference to: Instrument No. 20061024000525370

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, heretofore, on to-wit, October 16, 2006, **Judith F. Howard, Wife, Will W. Howard Jr., Husband, Mortgagor**, did execute a certain mortgage to **Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc., its successors and assigns**, which said mortgage is recorded in Instrument No. 20061024000525370, in the Office of the Judge of Probate of Shelby County, Alabama.; and

WHEREAS, said mortgage and the debt thereby secured was last transferred and assigned to **LoanCare, LLC**, as transferee, said transfer is recorded in Instrument 20200421000156470, aforesaid records, and LoanCare, LLC, is now the holder and owner of said mortgage and debt; and

WHEREAS, default was made in the payment of indebtedness secured by said mortgage, and the said LoanCare, LLC did declare all of the indebtedness secured by said mortgage due and payable and did give due and proper notice of foreclosure of said mortgage, in accordance with the terms thereof, by First Class Mail and by publication in the Shelby County Reporter, a newspaper of general interest and circulation in Shelby County, Alabama, in its issues of 06/07/2020,06/14/2020,06/21/2020; and

WHEREAS, on July 6, 2020, the day on which the foreclosure sale was due to be held under the terms of said notice at 11:09 o'clock am/pm, between the legal hours of sale, said foreclosure was duly and properly conducted and LoanCare, LLC did offer for sale and sell at public outcry, in front of the main entrance of the courthouse door of the Shelby County, Alabama Courthouse, in the City of Birmingham, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid for cash obtained for the property described in the aforementioned mortgage was the bid of LoanCare, LLC in the amount of **TWO HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS AND FORTY-FIVE CENTS (\$258,716.45)** which sum the said LoanCare, LLC offered to credit on the indebtedness secured by said mortgage, and said property was thereupon sold to the said LoanCare, LLC; and

WHEREAS, said mortgage expressly authorized the mortgagee to bid at the sale and purchase said property, if the highest bidder thereto, and authorized the Mortgagee, Auctioneer, or any person conducting said sale for the Mortgagee to execute to the purchaser at said sale a deed to the property so purchased;

NOW, THEREFORE, in consideration of the premises and the credit of **TWO HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS AND FORTY-FIVE CENTS (\$258,716.45)**, cash, on the indebtedness secured by said mortgage, the said Judith F. Howard, Wife, Will W. Howard Jr., Husband, acting by and through the said LoanCare, LLC as transferee, by Lansing Skidmore, as auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, does hereby grant, bargain, sell and convey unto LoanCare, LLC, and its successors and assigns, as Grantee, the following described real property, situated in Shelby County, Alabama, to-wit:

Lot 38, according to the map or survey of Bent River Commons, as recorded in Map Book 20, Page

76, in the Probate Office of Shelby County, Alabama.

Less and Except any portion of subject property lying within Consent Order and decree of Condemnation, Case #48941, filed in Misc. Book 13, Page 544 and Misc. Book 14, Page 208, in the Shelby County, Alabama, and instrument 9405/2902, in Jefferson County, Alabama.

TO HAVE AND TO HOLD the above described property unto LoanCare, LLC, its successors and assigns forever subject however to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama; also subject to any taxes, easements and/or restrictions of record, prior liens and/or assessments of record.

IN WITNESS WHEREOF, Judith F. Howard, Wife, Will W. Howard Jr., Husband, Mortgagor(s) by the said LoanCare, LLC have caused this instrument to be executed by Lansing Skidmore, as auctioneer and the person conducting said sale for the Mortgagee, or Transferee of Mortgagee, and in witness whereof said Lansing Skidmore, has executed this instrument in his/her capacity as such auctioneer conducting said sale causing these presents to be executed on the 13th day of July, 2020.

Judith F. Howard Will W. Howard Jr., Mortgagor(s)

LoanCare, LLC, Mortgagee or Transferee of Mortgagee

By: [Signature]
(sign)

(print) Lansing Skidmore
Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee

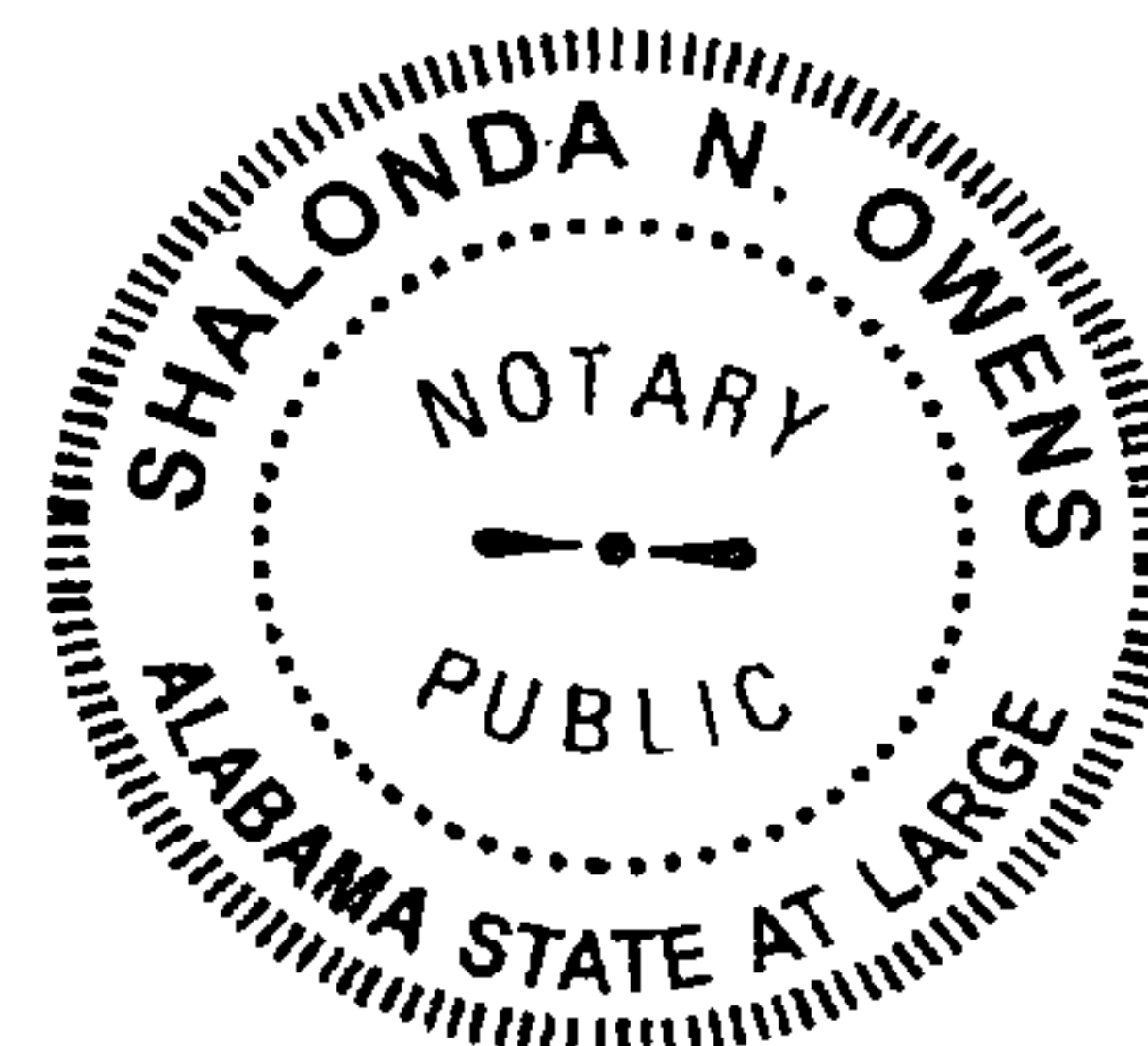
STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lansing Skidmore, whose name as Auctioneer and the person conducting said sale for Mortgagee or Transferee of Mortgagee, 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, in his capacity as such Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and with full authority executed this instrument voluntarily on the day that bears the same date.

Given under my hand and official seal this 13th day of July, 2020.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-17-2020

Grantee Name / Send tax notice to:
ATTN:
LOANCARE, LLC
3637 Sentara Way
Suite 303
Virginia Beach, VA 23452



Real Estate Sales Validation Form
This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Judith F. Howard and Will W. Howard Jr.	Grantee's Name	LoanCare, LLC
Mailing Address	3801 Bent River Rd Birmingham, AL 35216	Mailing Address	3637 Sentara Way Suite 303 Virginia Beach, VA 23452
Property Address	3801 Bent River Rd Birmingham, AL 35216	Date of Sale	July 6, 2020
		Total Purchase price	\$258,716.45
		or	
		Actual Value	
		or	
		Assessed 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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input checked="" type="checkbox"/> Other FC Sale
<input type="checkbox"/> 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 7/13/20 Print Cansing Skidmore
 Unattested CMA Sign [Signature]
 (verified by) (Grantor/Grantee/Owner/Agent) circle one

Form RT-1

