

FILE NO.: PNY-20-02396

DOCUMENT PREPARED BY AND RETURN TO:

Victor Kang  
3145 Avalon Ridge Place  
Suite 100  
Peachtree Corners, GA 30071

**MORTGAGE FORECLOSURE DEED**

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, heretofore, on, to-wit: the 25th day of October, 2010, WESLEY S. JOINER AND KIMBERLY R. JOINER, A MARRIED COUPLE executed that certain mortgage on real property hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, ACTING SOLELY AS NOMINEE FOR SOUTHFIRST BANK, which said mortgage was recorded in the Office of the Judge of Probate in Shelby County, Alabama, on November 23, 2010; at Instrument Number 20101123000392820, Shelby County, Alabama Records, said Mortgage having subsequently been transferred and assigned to PENNYMAC LOAN SERVICES, LLC, by instrument recorded in at Instrument Number 20150722000248280, in the aforesaid Probate Office ("Transferee"); and

WHEREAS, in and by said mortgage, the Transferee was authorized and empowered in case of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property before the Courthouse door in Shelby County, Alabama, after giving notice of the time, place, and terms of said sale in a newspaper published in said County by publication once a week for three (3) consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the Transferee or any person conducting said sale for the Transferee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the Transferee may bid at the sale and purchase said property if the highest bidder thereof; and

WHEREAS, default was made in accordance with the loan terms, and PennyMac Loan Services, LLC did declare due all of the indebtedness secured by said mortgage, subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of January 10, 2021, January 17, 2021, January 24, 2021, that the property would be sold on February 9, 2021; and

WHEREAS, on February 9, 2021, the day on which the foreclosure was due to be held under the terms of the said notice, between the legal hours of sale, said foreclosure was duly conducted, and PennyMac Loan Services, LLC did offer for sale and sell at public outcry in front of the Courthouse door in Shelby County, Alabama, the property hereinafter described; and

WHEREAS, AlaVest, LLC was the highest bidder in the amount of One Hundred Thirty-Five Thousand Three Hundred Sixty and 00/100 dollars (\$135,360.00), on the indebtedness secured by said mortgage; and PennyMac Loan Services, LLC, by and through its undersigned counsel, does hereby grant, bargain, sell and convey unto AlaVest, LLC, all of its right, title, and interest in and to the following described property situated in Shelby County, Alabama, to wit:

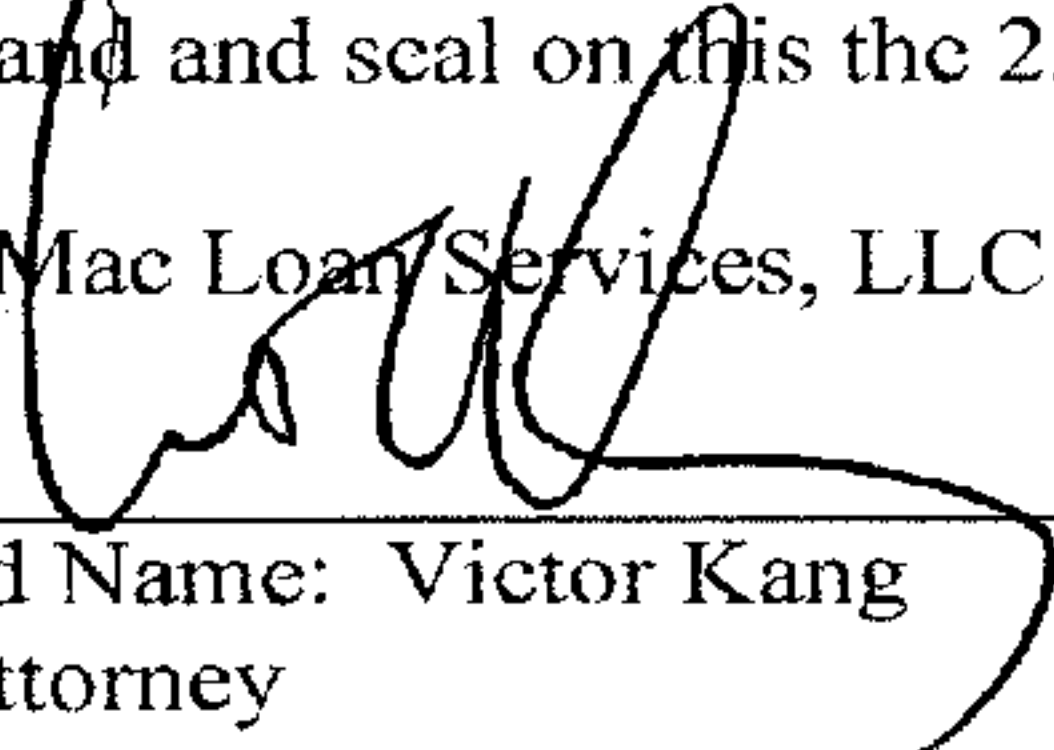
LOT 12, BLOCK 1, ACCORDING TO THE SURVEY OF WILLOW GLEN AS RECORDED IN MAP BOOK 7, PAGE 101, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

TO HAVE AND TO HOLD the above described property unto AlaVest, LLC its successors/heirs and assigns, forever; subject, however, subject to the statutory rights of redemption from said foreclosure sale in favor of those parties or entities entitled to redeem as provided by the laws in the State of Alabama; and also subject to all recorded mortgages, encumbrances, recorded or unrecorded easements, liens, taxes, assessments, rights-of-way, zoning ordinances, any outstanding taxes, restrictive covenants, and other matters of record in the aforesaid Probate Office.

FILE NO.: PNY-20-02396

IN WITNESS WHEREOF, PennyMac Loan Services, LLC, has caused this instrument to be executed by and through its undersigned counsel, as attorney for said Transferee, and said undersigned counsel for said Transferee, has hereto set his/her hand and seal on this the 25th day of February, 2021.

PennyMac Loan Services, LLC

By:   
Printed Name: Victor Kang  
Its: Attorney

STATE OF GEORGIA  
COUNTY OF GWINNETT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Victor Kang, acting in his/her capacity as attorney for PennyMac Loan Services, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that being informed of the contents of the conveyance, he/she, as such attorney and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Transferee acting in his/her capacity as attorney for PennyMac Loan Services, LLC.

Given under my hand and official seal on this 25th day of February, 2021.



Notary Public  
My Commission Expires:  
7/28/2024

(Notary Seal)



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

Grantor's Name Wesley S. & Kimberly R. Joiner  
 Mailing Address 408 Meadowlark Pl  
Alabaster, AL 35007

Grantee's Name AlaVest, LLC  
 Mailing Address 429 Lorna Square  
Hoover, AL 35216

Property Address 408 Meadowlark Pl  
Alabaster, AL 35007

Date of Sale 2/9/2021

Total Purchase Price \$ 135,360.00

or

Actual Value \$ \_\_\_\_\_

or

Assessor's Market Value \$ \_\_\_\_\_

Filed and Recorded Alabaster, AL 35007  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 09/10/2021 04:04:02 PM  
 \$167.50 JOANN  
 20210910000442970

*Allen S. Byrd*

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 \_\_\_\_\_

☐ 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 3/3/2021

Print Jeff Tatum

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1