

PREPARED BY:

Matthew W. Penhale, Esq.
McCalla Raymer Leibert Pierce, LLC
Two North Twentieth
2-20th Street North, Suite 1000
Birmingham, AL 35203

20211102000530830
11/02/2021 01:38:47 PM
FCDEEDS 1/3

STATE OF ALABAMA
COUNTY OF SHELBY

Please Cross Reference to: Instrument No. 20030512000291850

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, heretofore, on to-wit, April 29, 2003, **Eric C Prolsdorfer, Husband and Kristi D Prolsdorfer, Wife, Mortgagor**, did execute a certain mortgage to **Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for America's Wholesale Lender, its successors and assigns**, which said mortgage is recorded in Instrument No. 20030512000291850, 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 **NewRez LLC d/b/a Shellpoint Mortgage Servicing**, as transferee, said transfer is recorded in Instrument 20200327000121320, aforesaid records, and NewRez LLC d/b/a Shellpoint Mortgage Servicing, is now the holder and owner of said mortgage and debt; and

WHEREAS said foreclosure was not subject to any temporary federal rule or regulation prohibiting foreclosure such as 12 C.F.R. § 1024.41(f)(3) or was conducted after satisfying a required procedural safeguard, including, but not limited to, one of the procedural safeguards outlined in 12 C.F.R. § 1024.41(f)(3); and

WHEREAS, default was made in the payment of indebtedness secured by said mortgage, and the said NewRez LLC d/b/a Shellpoint Mortgage Servicing 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 09/19/2021,09/26/2021,10/03/2021; and said mortgage expressly authorized the mortgagee to bid at the sale and purchase said property, if the highest bidder thereto; and

WHEREAS, on October 19, 2021, the day on which the foreclosure sale was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted and NewRez LLC d/b/a Shellpoint Mortgage Servicing 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; and

WHEREAS, the highest and best bid for cash obtained for the property described in the aforementioned mortgage was the bid of BHM Capital, LLC in the amount of **TWO HUNDRED TWENTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$227,000.00)** which sum the said NewRez LLC d/b/a Shellpoint Mortgage Servicing offered to credit on the indebtedness secured by said mortgage, and said property was thereupon sold to the said BHM Capital, LLC; and

NOW, THEREFORE, in consideration of the premises and the credit of TWO HUNDRED TWENTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$227,000.00), cash, on the indebtedness secured by said mortgage, NewRez LLC d/b/a Shellpoint Mortgage Servicing, by and through McCalla Raymer Leibert Pierce, LLC as attorney for the Mortgagee or Transferee of Mortgagee, does hereby grant, bargain, sell and convey unto BHM Capital, LLC, and its successors and assigns, as Grantee, the following described real property, situated in Shelby County, Alabama, to-wit:

LOT 2216, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 22ND ADDITION AS RECORDED IN MAP BOOK 9, PAGE 124 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

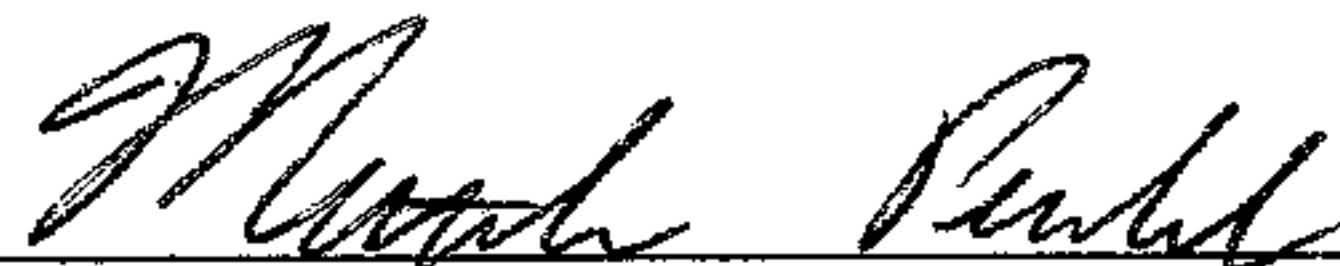
TO HAVE AND TO HOLD the above described property unto BHM Capital, LLC, its successors and assigns forever subject however to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama; also subject to any taxes, easements and/or restrictions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

IN WITNESS WHEREOF, NewRez LLC d/b/a Shellpoint Mortgage Servicing have caused this instrument to be executed by and through McCalla Raymer Leibert Pierce, LLC, as attorney for the Mortgagee, or Transferee of Mortgagee, and McCalla Raymer Leibert Pierce, LLC, as said attorney, has hereto set its hand and seal on the 26th day of October, 2021.

NewRez LLC d/b/a Shellpoint Mortgage Servicing

By: McCalla Raymer Leibert Pierce, LLC

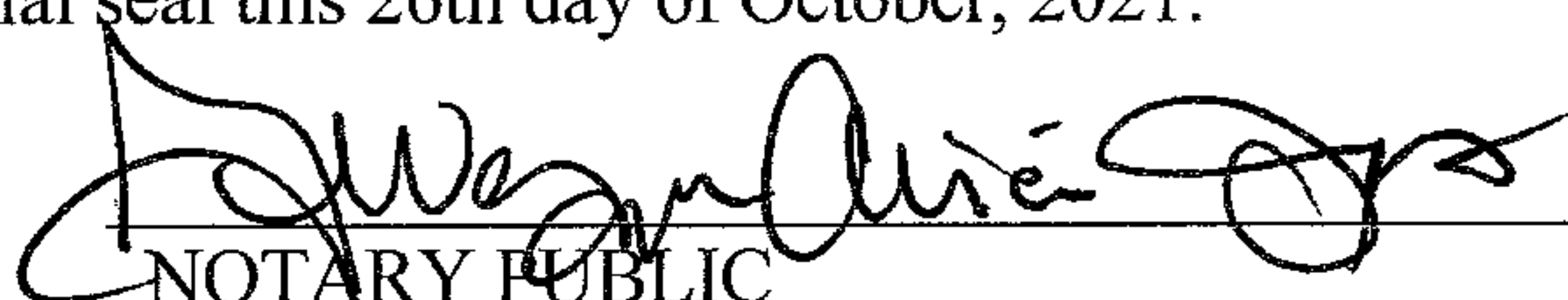
Its: Attorney at Law

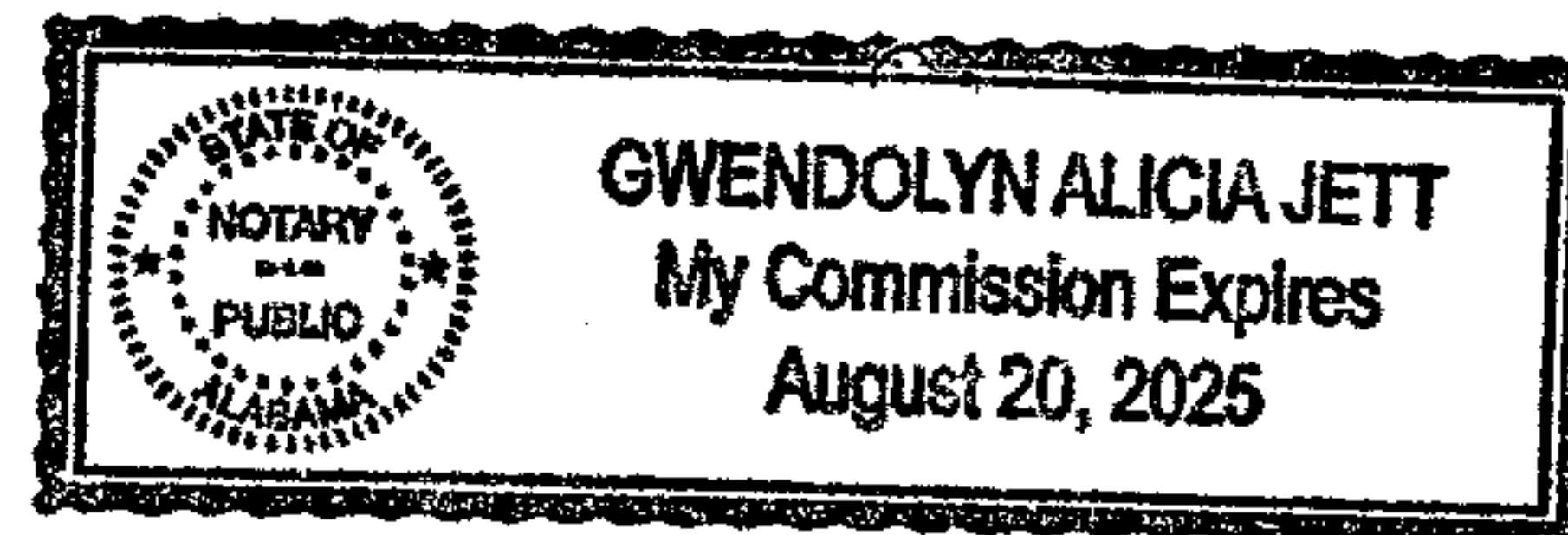
By: 
Matthew W. Penhale, Esq.

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Matthew W. Penhale, Esq., whose name as attorney of McCalla Raymer Leibert Pierce, LLC, acting in its capacity as attorney at law for NewRez LLC d/b/a Shellpoint Mortgage Servicing, 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 attorney and with full authority executed this instrument voluntarily on the day that bears the same date.

Given under my hand and official seal this 26th day of October, 2021.


NOTARY PUBLIC
My Commission Expires:



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

Grantor's Name	Eric C Proldsorfer and Kristi D Proldsorfer	Grantee's Name	BHM Capital, LLC
Mailing Address	884 Tulip Poplar Dr Birmingham, AL 35244	Mailing Address	110 12th Street N Birmingham, AL 35203
Property Address	884 Tulip Poplar Dr Birmingham, AL 35244	Date of Sale	October 19, 2021
		Total Purchase price	\$227,000.00
		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	<u>10-26-21</u>	Print	<u>Matthew Pugh</u>
<input checked="" type="checkbox"/> Unattested		Sign	<u>Matthew Pugh</u>
	(verified by)		(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/02/2021 01:38:47 PM
\$260.00 JOANN
20211102000530830

File No.: 9169319

Allen S. Bayl