

**PREPARED BY:**

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

20230103000000500  
01/03/2023 09:00:43 AM  
FCDEEDS 1/3

STATE OF ALABAMA  
COUNTY OF SHELBY

Please Cross Reference to: Instrument No. 20191205000450790

**MORTGAGE FORECLOSURE DEED**

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, heretofore, on to-wit, November 29, 2019, **Michael A Smith, and Michelle J Smith, Husband And Wife, Mortgagor**, did execute a certain mortgage to **BBVA USA**, which said mortgage is recorded in Instrument No. 20191205000450790, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, default was made in the payment of indebtedness secured by said mortgage, and the said PNC Bank, National Association, successor by merger to BBVA USA 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 11/27/2022, 12/04/2022, 12/11/2022; and said mortgage expressly authorized the mortgagee to bid at the sale and purchase said property, if the highest bidder thereto; and

WHEREAS, on December 22, 2022, 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 PNC Bank, National Association, successor by merger to BBVA USA 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 SIGNATURE HOME BUYERS, LLC in the amount of **ONE HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$182,495.00)** which sum the said PNC Bank, National Association, successor by merger to BBVA USA offered to credit on the indebtedness secured by said mortgage, and said property was thereupon sold to the said SIGNATURE HOME BUYERS, LLC; and

NOW, THEREFORE, in consideration of the premises and the credit of ONE HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$182,495.00), cash, on the indebtedness secured by said mortgage, PNC Bank, National Association, successor by merger to BBVA USA, 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 SIGNATURE HOME BUYERS, LLC, and its successors and assigns, as Grantee, the following described real property, situated in Shelby County, Alabama, to-wit:


Lot 132, according to the Survey of Forest Parks, First Sector, as recorded in Map Book 22, Page 28  
A, B & C, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto SIGNATURE HOME BUYERS, 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, PNC Bank, National Association, successor by merger to BBVA USA 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 28th day of December, 2022.

PNC Bank, National Association, successor by merger to  
BBVA USA

By: McCalla Raymer Leibert Pierce, LLC  
Its: Attorney at Law

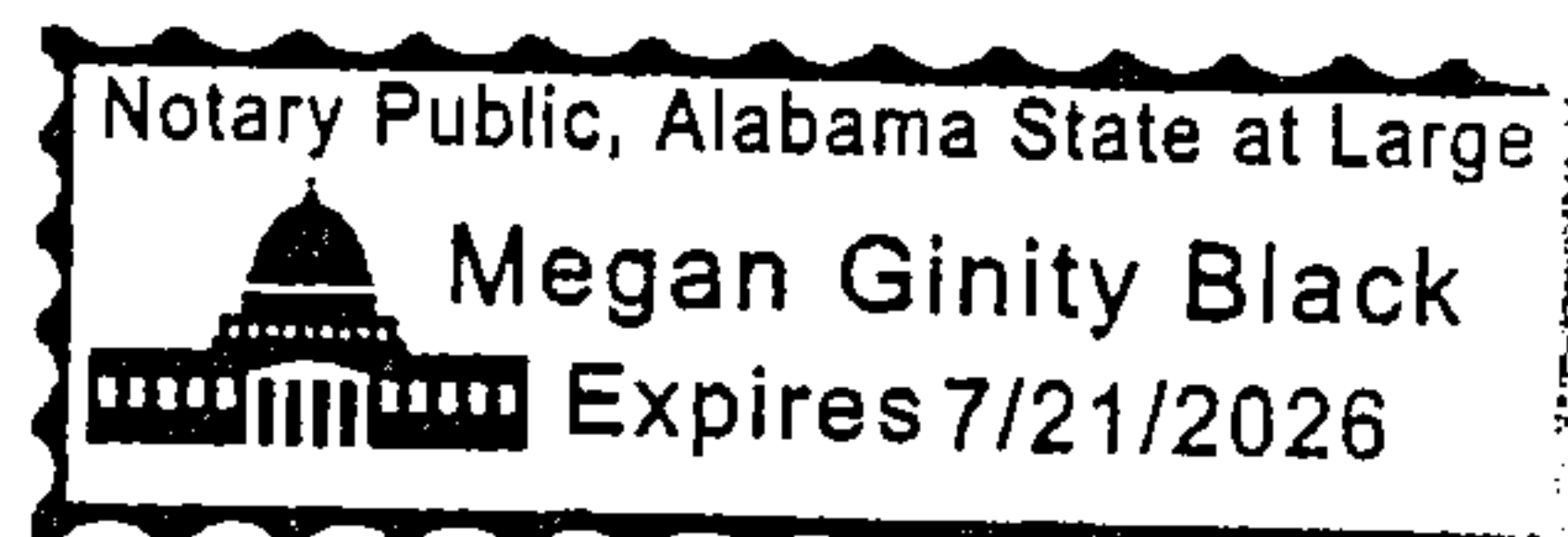
By:   
Matthew W. Penhale, Esq.

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 PNC Bank, National Association, successor by merger to BBVA USA, 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 28th day of December, 2022.

  
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	Michael A Smith and Michelle J Smith	Grantee's Name	SIGNATURE HOME BUYERS, LLC
Mailing Address	232 Clairmont Rd Sterrett, AL 35147	Mailing Address	PO BOX #13 Trussville, AL 35173
Property Address	232 Clairmont Rd Sterrett, AL 35147	Date of Sale	December 22, 2022
		Total Purchase price	\$182,495.00
		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 12-28-22 Print Max R. R. R.

☒ Unattested Sign [Signature]

(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**  
**01/03/2023 09:00:43 AM**  
**\$211.50 BRITTANI**  
**20230103000000500**

File No.: 22-03913AL

Allie S. Bayl