

PREPARED BY:

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

20230405000094320
04/05/2023 10:09:19 AM
FCDEEDS 1/3

STATE OF ALABAMA
COUNTY OF SHELBY

Please Cross Reference to: Instrument No. 20090429000157400

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, heretofore, on to-wit, April 22, 2009, **Amanda G. Gonzales, A Single Person, Mortgagor**, did execute a certain mortgage to **Mortgage Electronic Registration Systems, Inc, as mortgagee, as nominee for SunTrust Mortgage, Inc., its successors and assigns**, which said mortgage is recorded in Instrument No. 20090429000157400, 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 **Truist Bank, successor by merger to SunTrust Mortgage Inc.**, as transferee, said transfer is recorded in Instrument 20120904000333180, aforesaid records, and Truist Bank, successor by merger to SunTrust Mortgage Inc., 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 Truist Bank, successor by merger to SunTrust Mortgage Inc. 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 02/26/2023,03/05/2023,03/12/2023; and said mortgage expressly authorized the mortgagee to bid at the sale and purchase said property, if the highest bidder thereto; and

WHEREAS, on March 28, 2023, 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 Truist Bank, successor by merger to SunTrust Mortgage Inc. 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 Thrive Capital, LLC in the amount of **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$125,000.00)** which sum the said Truist Bank, successor by merger to SunTrust Mortgage Inc. offered to credit on the indebtedness secured by said mortgage, and said property was thereupon sold to the said Thrive Capital, LLC; and

NOW, THEREFORE, in consideration of the premises and the credit of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$125,000.00), cash, on the indebtedness secured by said mortgage, Truist Bank, successor by merger to SunTrust Mortgage Inc., 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 Thrive Capital, LLC, and its successors and assigns, as Grantee, the following described real property, situated in Shelby County, Alabama, to-wit:

Lot 44, according to the Survey of Hamlet 6th Sector as recorded in Map Book 9, Page 97, Shelby County, Alabama Records.


TO HAVE AND TO HOLD the above described property unto Thrive 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, Truist Bank, successor by merger to SunTrust Mortgage Inc. 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 4th day of April, 2023.

Truist Bank, successor by merger to SunTrust Mortgage Inc.

By: McCalla Raymer Leibert Pierce, LLC

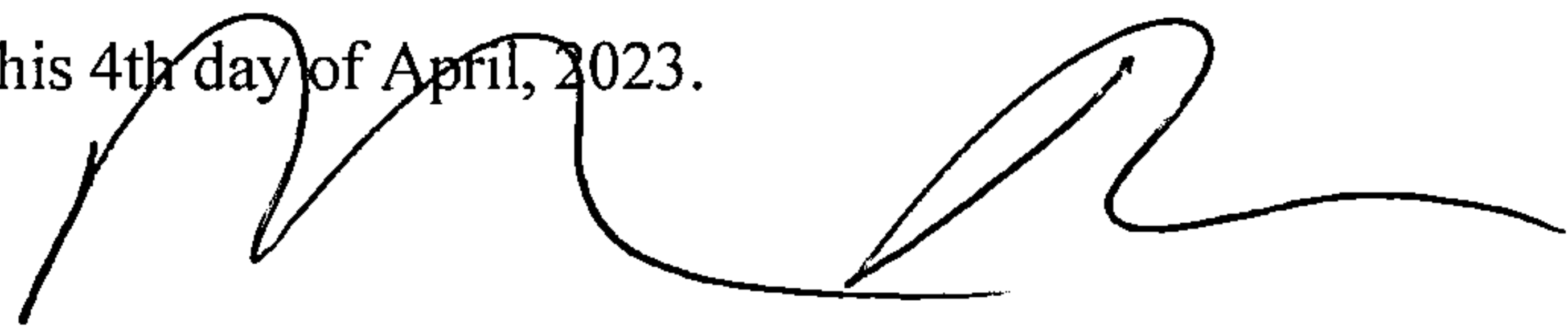
Its: Attorney at Law

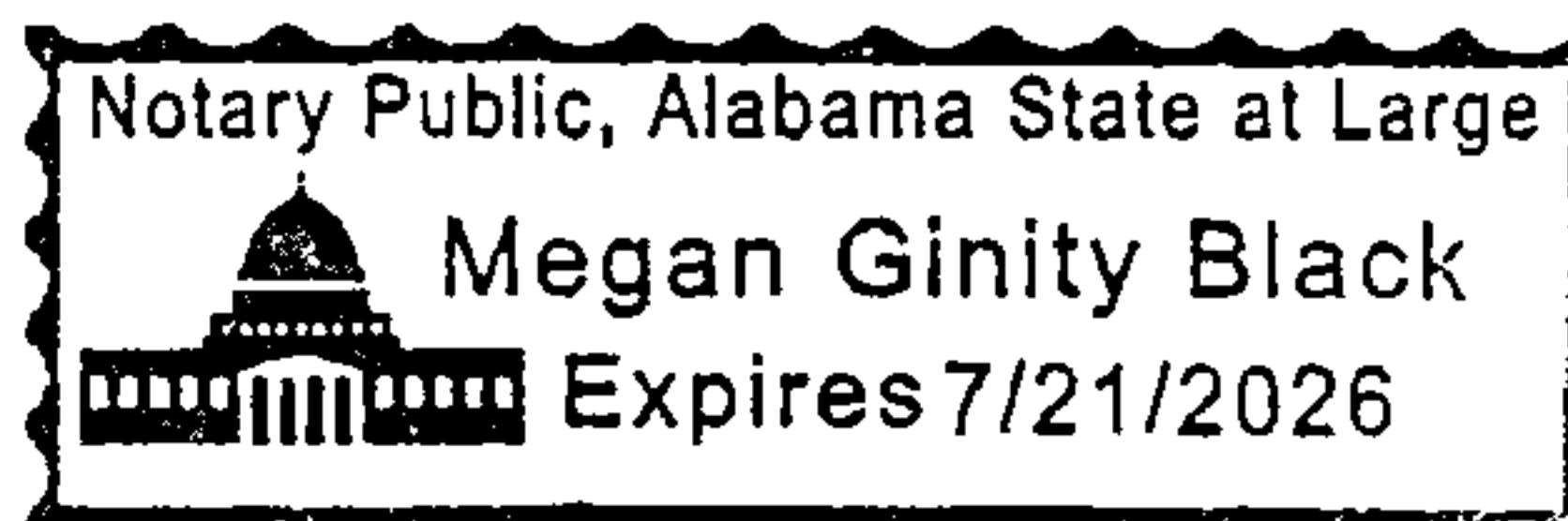
By: 
Matthew W. Penhale, Esq.

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 Truist Bank, successor by merger to SunTrust Mortgage Inc., 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 4th day of April, 2023.


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	<u>Amanda G. Gonzales</u>
Mailing Address	936 6th Ave NW Alabaster, AL 35007

Grantee's Name	<u>Thrive Capital, LLC</u>
Mailing Address	<u>1751 Valley Ave, Unit D</u> <u>Homewood, AL 35709</u>

Property Address 936 6th Ave NW
 Alabaster, AL 35007

Date of Sale	<u>March 28, 2023</u>
Total Purchase price	<u>\$125,000.00</u>
or	
Actual Value	<u> </u>
or	
Assessed Market Value	<u> </u>

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	x	Other FC Sale
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 4-4-23

Print Matt Kuehl

x Unattested

Sign 

(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
04/05/2023 10:09:19 AM
\$157.00 BRITTANI
20230405000094320

File No.: 9182719

Allie S. Beryl