

SEND TAX NOTICE TO:
E21 LLC
17932 Hwy 42
Shelby AL 35143

20230607000171110
06/07/2023 09:19:32 AM
FCDEEDS 1/4

STATE OF ALABAMA)

SHELBY COUNTY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore, on to wit, January 22, 2019, Richard R. Bayard, surviving joint tenant, executed that certain mortgage on real property hereinafter described to Mortgage Electronic Registration Systems, Inc. solely as nominee for LoanDepot.com, LLC, which said mortgage was recorded in Instrument Number 20190129000029780 in the Office of the Judge of Probate of Shelby County, Alabama; said mortgage subsequently transferred and assigned to loanDepot.com, LLC by instrument recorded in Instrument Number 20221020000395330 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 the City of Columbiana, Shelby, County Alabama, after giving notice of the time, place, and terms of said sale in some 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 the payment of the indebtedness secured by said mortgage, and the said loanDepot.com, LLC did declare 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 December 25, 2022, January 1, 2023 and January 8, 2023; and

WHEREAS, on June 2, 2023, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly conducted, and loanDepot.com, LLC did offer for sale and sell at public outcry in front of the Courthouse door in Columbiana, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, E21 LLC was the highest bidder and best bidder in the amount of One Hundred Twenty Thousand And 00/100 Dollars (\$120,000.00) on the indebtedness secured by said mortgage, the said loanDepot.com, LLC, by and through Tiffany & Bosco, P.A., as attorney for said Transferee, does hereby remise, release, quit claim and convey unto E21 LLC all of its right, title, and interest in and to the following described property situated in Shelby, County, Alabama, to-wit:

Unit D, Building 8, Phase II of Chandalar Townhouses, as recorded in Map Book 7, Page 166, in the Probate Office of Shelby County, Alabama; located in the Southwest Quarter of the Southeast Quarter of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of said quarter-quarter section; thence in a Northerly direction along the East line of said quarter-quarter section a distance of 670.76 feet; thence 90 degrees left in a Westerly direction a distance of 170.0 feet to a point on the Westerly Right of Way line of Chandalar Court; thence 90 degrees right in a Northerly direction along said Right of Way line a distance of 105.0 feet; thence 90 degrees left in a Westerly direction a distance of 14.6 feet to a point on the Northeast corner of a wood fence that extends across the fronts of Units A,B, C and D, being the Point of Beginning; thence continue along last described course along the outer face of a wood fence, wall and another wood fence on all the North side of said Unit D a distance of 67.7 feet to a point on the Northwest corner of a wood fence that extends across the backs of Units A, B, C and D; thence 90 degrees left in a Southerly direction along the West outer face of said wood fence a distance of 17.0 feet to a point on the Northeast corner as a storage building; thence 90 degrees right in a Westerly direction along the North outer face of said storage building a distance of 4.1 feet to a point on the Northwest corner of said storage building; thence 90 degrees left in a Southerly direction along the West outer face of said storage building a distance of 60 feet to a point on the Southwest corner of said storage building; thence 90 degrees left in an Easterly direction along the South outer face of said storage building, the centerline of a wood fence common to Units C and D, the centerline of a party wall common to units C and D, and the centerline of another wood fence common to Units C and D, a distance of 71.8 feet to a point on the East outer face of a wood fence that extends across the fronts of Units A, B, C and D, thence 90 degrees left in a Northerly direction along the East outer face of said Wood fence that extends across the front of Unit D, a distance of 23.0 feet to the Point of Beginning, situated in Shelby County, Alabama.

The property is being conveyed herein on an "as is, where is" basis subject to any easements, encumbrances, and exceptions reflected in the mortgage and those contained in the records of the Office of the Judge of Probate of the county where the above described property is situated; and furthermore, this property is being conveyed without warranty or recourse, express or implied, as to title, use and/or enjoyment and will be subject to the right of redemption of all parties entitled thereto; and by accepting this deed, Grantee releases any and all claims whatsoever against the law firm representing the Grantor hereunder and the auctioneer conducting said foreclosure sale; and furthermore, this conveyance is subject to being declared null and void in the event that the owner or a party claiming through the owner has filed a bankruptcy prior to the date of this foreclosure sale.

TO HAVE AND TO HOLD the above described property unto E21 LLC, forever; subject, however, to the statutory rights of redemption from said foreclosure sale on the part of those 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, and other matters of record in the aforesaid Probate Office.

IN WITNESS WHEREOF, loanDepot.com, LLC, has caused this instrument to be executed by and through Tiffany & Bosco, P.A., as attorney for said Transferee and said Tiffany & Bosco, P.A., as said attorney, has hereto set its hand and seal on this 10th day of June, 2023

loanDepot.com, LLC

By: Tiffany & Bosco, P.A.

Its: Attorney

By: 

Ginny Rutledge, Esq.

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ginny Rutledge, whose name as attorney of Tiffany & Bosco, P.A., a professional association, acting in its capacity as attorney for loanDepot.com, 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 said conveyance, he/she, as such attorney and with full authority, executed the same voluntarily for and as the act of said professional association, acting in its capacity as attorney for said Transferee.

2023 Given under my hand and official seal on this 10th day of June,


Notary Public
My Commission Expires: 04/05/2027

This instrument prepared by:
Ginny Rutledge, Esq.
TIFFANY & BOSCO, P.A.
2501 20th Place South
Suite 300
Homewood, Alabama 35223
TB File No.: 22-08704



