

STATE OF ALABAMA     )  
                                     :  
COUNTY OF SHELBY     )

**MORTGAGE FORECLOSURE DEED**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, heretofore on October 11, 2016, to wit, Brandon A. Boothe and Mikah Boothe, husband and wife, executed and delivered to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, Fairway Independent Mortgage Corporation, and Lender's successors and assigns), a mortgage conveying to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, Fairway Independent Mortgage Corporation, and Lender's successors and assigns), the property hereinafter described, which said mortgage was given to secure an indebtedness there in mentioned, and which Mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, under Instrument Number 20161109000414700; said Mortgage having been transferred and assigned by Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, Fairway Independent Mortgage Corporation, and Lender's successors and assigns) to Alabama Housing Finance Authority by virtue of that certain Assignment of Mortgage dated June 20, 2023 and recorded in said Probate Office under Instrument Number 20230621000183690; and

WHEREAS, it was provided in said mortgage that if a default was made in the payment of the note, and each and every installment thereof, evidencing the indebtedness secured by said mortgage as they or any part thereof became due, then Mortgagee would have the right to declare the entire indebtedness secured by said mortgage due and payable at once and to sell the property conveyed by said mortgage at public outcry for cash at the Shelby County Courthouse door in the City of Columbiana, Alabama, after first giving notice of the time, place and terms of said sale for three weeks by publication in any newspaper then published in said County; and

WHEREAS, it was further provided in said mortgage that in the event of such sale the said Mortgagee was authorized and empowered to purchase the property conveyed in said mortgage if the higher bidder therefore, the same as if it were a stranger to said conveyance and in such event the auctioneer or person making said sale was empowered, directed and authorized to execute a deed to such purchaser at said sale in the names of the Mortgages; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and said Alabama Housing Finance Authority, as Assignee, did declare all of the indebtedness secured by said mortgage due and payable; and

WHEREAS, Alabama Housing Finance Authority, as Assignee, acting under the power of sale contained in said mortgage, did give notice for three weeks by weekly insertion in The Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of August 27, 2023, September 3, 2023, and September 10, 2023, that it would sell said property at the Shelby County Courthouse door in the City of Columbiana, Alabama, at auction to the highest bidder for cash, during the legal hours of sale on October 5, 2023; and

WHEREAS, after having given said notice, Alabama Housing Finance Authority, as Assignee, on the 5th day of October, 2023, during the legal hours of sale, did offer said property to the highest bidder for cash at the Shelby County Courthouse door in the City of Columbiana, Alabama; and

WHEREAS, Alabama Housing Finance Authority, as Assignee, being the highest, best and last bidder at said sale, became the purchaser of said property at and for the sum of One Hundred Thirty-Five Thousand Nine Hundred Seventy-Six and 66/100 Dollars (\$135,976.66).





FCD 37591.3264 Boothe

**Real Estate Sales Validation Form***This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*Grantor's Name Brandon A. Boothe  
Mikah BootheGrantee's Name Alabama Housing Finance Authority  
Grantee's Address Post Office Box 242928  
Montgomery, Alabama 36124-2928  
(334) 244-9200

Mailing Address Same as below

Property Address 313 Oakwell Circle  
Calera, AL 35040Date of Sale 10/05/2023  
Sale Price \$135,976.66  
or  
Actual Value  
Assessor's Market Value \$ N/AThe 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 - **FORECLOSURE SALE – TAX EXEMPT**☐ 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 Code of Alabama 1975 § 40-22-1 (h).Date 10/05/2023Print Alabama Housing Finance AuthorityUnattestedSLB  
(verified by)Sign [Signature](Grantor/Grantee/Owner/ (Agent) circle one  
**Bowdy J. Brown, Esq.**  
**Capell & Howard, P.C.**  
**Post Office Box 2069**  
**Montgomery, Alabama 36102-2069**  
**(334) 241-8019**228405.1  
4860-4287-2454.v1**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**10/12/2023 02:24:28 PM**  
**\$33.00 JOANN**  
**20231012000302930****Form RT-1***Allen S. Bayl*