

MORTGAGE FORECLOSURE DEED

20240219000042510
02/19/2024 12:50:49 PM
FCDEEDS 1/3

STATE OF ALABAMA)
wife
COUNTY OF SHELBY)

Matthew David Morrison and Taylor Morrison, husband and

KNOW ALL MEN BY THESE PRESENTS: That Matthew David Morrison and Taylor Morrison, husband and wife did, on to-wit, the November 15, 2012, execute a mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for Village Capital & Investment, LLC, which mortgage is recorded in Instrument 20121130000458740 on November 30, 2012, in the Office of the Judge of Probate of Shelby County, Alabama, and secured indebtedness having been transferred MidFirst Bank.

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and the said MidFirst Bank did declare all of the indebtedness secured by said mortgage due and payable and did give due and proper notice of the foreclosure of said mortgage, in accordance with the terms thereof, by publication in The Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama; in its issues of December 24, 2023, December 31, 2023 and January 7, 2024; and

WHEREAS, on the January 31, 2024, the day on which the foreclosure sale was due to be held under the terms of said notice between the legal hours of sale, MidFirst Bank acting by and through Leah Deemer did offer for sale and did sell at public outcry, in front of the courthouse door of the Shelby County, Alabama, Courthouse in the City of Columbiana, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid for cash obtained for the property described in the aforementioned mortgage was the bid of AlaVest LLC, in the amount of One Hundred Sixty-Five Thousand Four Hundred Dollars and No Cents (\$165,400.00), which sum the said MidFirst Bank offered to credit on the indebttness secured by said mortgage and said property was thereupon sold to the said AlaVest LLC, and

WHEREAS, said mortgage expressly authorized the mortgagee to bid at the sale and purchase said property, if the highest bidder therefore, and authorized the Mortgagee or Auctioneer or any person conducting said sale for the Mortgagee to execute to the purchaser at the said sale a deed to the property so purchased; and

NOW, THEREFORE, in consideration of the premises and of One Hundred Sixty-Five Thousand Four Hundred Dollars and No Cents (\$165,400.00), cash, the said Matthew David Morrison and Taylor Morrison, husband and wife, acting pursuant to the authority granted under the said mortgage to MidFirst Bank, does or do hereby grant, bargain, sell and convey subject to the terms and conditions set forth in the notice of sale duly published under Alabama law and expressly disclaiming any implied warrant contemplated by § 35-4-271 of the Code of Alabama (1975) unto AlaVest LLC, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 3, according to the Survey of Park Place, Third Addition, as recorded in Map Book 17, page 83, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to any and all outstanding and accrued ad valorem taxes, association dues, rights of way, easements and restrictions of record in the Probate Office of SHELBY County, Alabama and existing special assessments, if any, which might adversely affect the title to the above described property. The property is further conveyed subject to the redemption rights of those parties entitled to redeem under the laws of the State of Alabama or the United States.

TO HAVE AND TO HOLD THE above described property, forever; subject, however, to the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, and any taxes which may be due.

IN WITNESS WHEREOF, the said MidFirst Bank, has caused this instrument to be executed by LOGS Legal Group LLP, as auctioneer and attorney conducting said sale and in witness whereof LOGS Legal Group LLP, has executed this instrument in his capacity as such auctioneer on this the February 7th, 2024.

Matthew David Morrison and Taylor Morrison, husband and wife
Mortgagors

By: MidFirst Bank
Mortgagee or Transferee of Mortgagee

By: LOGS Legal Group LLP, as Auctioneer and attorney conducting
said sale for said Mortgagee or Transferee of Mortgagee.

By: Aaron Gavin
Name: Aaron Gavin

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

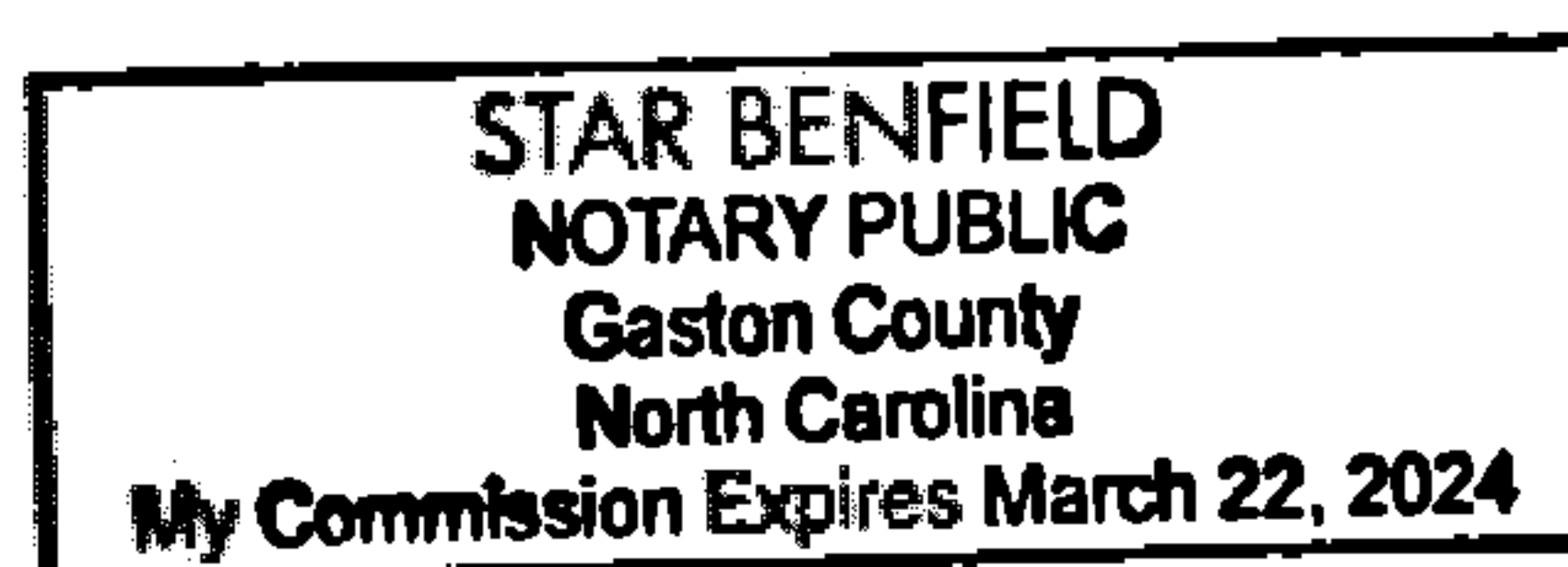
I, the undersigned, a Notary Public in and for said State and County, hereby certify that Aaron Gavin, whose name as agent for LOGS Legal Group LLP is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, in his capacity as agent for LOGS Legal Group LLP and with full authority executed this instrument voluntarily on the day that bears that same date.

Given under my hand and official seal this February 7th, 2024.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Instrument prepared by:
Janet Wilkes
LOGS LEGAL GROUP LLP
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
23-023442



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

Grantor's Name Midfirst Bank by LOGS Le
 Mailing Address 10130 Perimter Parkway
Suite 400
Charlotte, NC 28216

Grantee's Name AlaVest LLC
 Mailing Address 429 Lorna Square
Hoover, AL 35216

Property Address 140 Park Place Circle
Alabaster, AL 35007

Date of Sale 2-7-2024
 Total Purchase Price \$ 165,400.00

or
 Actual Value \$

or
 Assessor's 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)

☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement

☐ Appraisal
☒ Other

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 2-7-2024

Print Jeff W. Parmer

Unattested

(verified by)



Sign

Jeff W. Parmer

(Grantor/Grantee/Owner/Agent) circle one

Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 02/19/2024 12:50:49 PM
 \$196.50 BRITTANI
 20240219000042510

Form RT-1

Alvin S. Boyd