

**VACATE AND SET ASIDE FORECLOSURE DEED**

STATE OF ALABAMA       )  
SHELBY COUNTY         )

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on April 23, 2021 Brittnee Malloyd an unmarried woman executed a promissory note to finance the purchase of real property located at 197 Stonebriar Dr. Calera AL 35040 and in order to secure said note Brittnee Malloyd an unmarried woman as Mortgagor, executed a certain Mortgage to Mortgage Electronic Registration Systems, Inc. solely as nominee for Trustmark National Bank which said mortgage was recorded April 27, 2021, in Inst. #20210427000206890, in the Office of the Judge of Probate of Shelby County, Alabama; said mortgage having subsequently been transferred and assigned to U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCAF Acquisition Trust ("Transferee") by instrument recorded in Inst. #20240910000279930, in the aforesaid Probate Office; and a copy of said Mortgage is attached hereto, expressly made a part hereof, and designated Exhibit "A" 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 Shelby County, Alabama Courthouse, after giving notice of the time, place, and terms of said sale in a 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, on April 4, 2025, 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 Transferee did offer for sale and sell at public outcry in front of the Courthouse door in, Shelby County, Alabama, the property hereinafter described as:

Lot 109, according to the Survey of Stonebriar, Phase 2, as recorded

in Map Book 52, Page 15, in the Probate Office of Shelby County,  
Alabama.

At said foreclosure sale Transferee was the highest bidder for the above described real property.

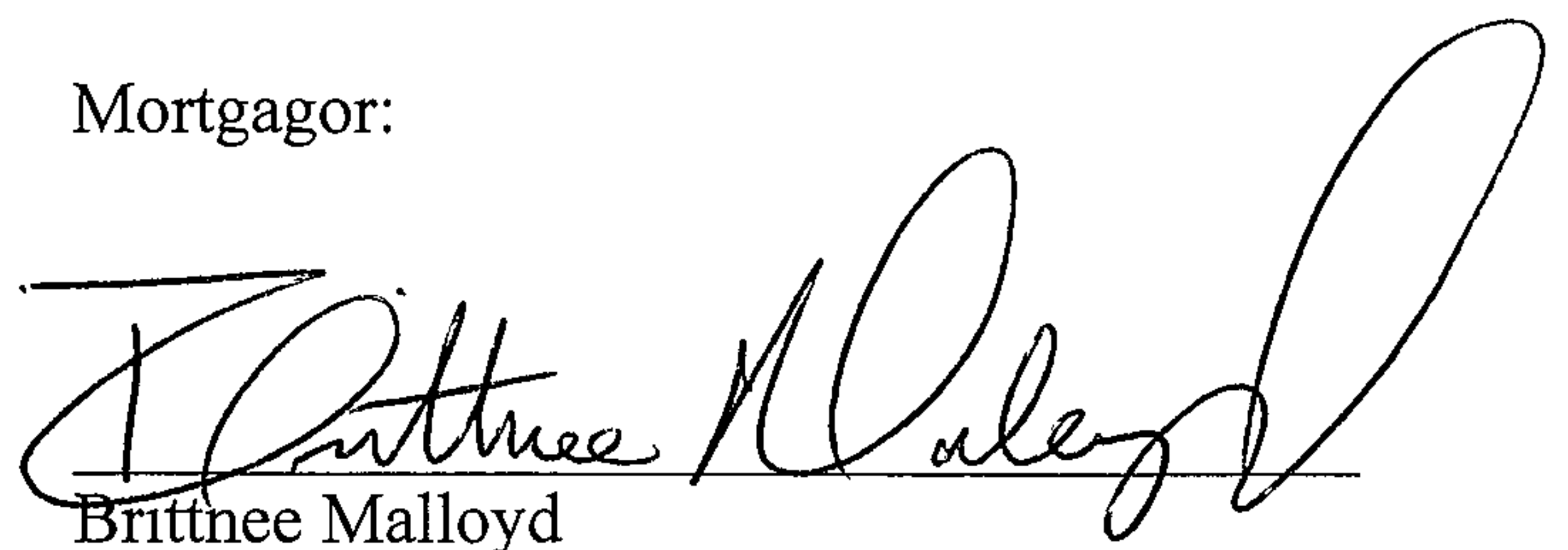
WHEREAS, Brittnee Malloyd an unmarried woman and Transferee have reached an agreement to set aside and hold for naught the foreclosure sale, vacate the foreclosure deed and reinstate the terms of the Note and the Mortgage as if the foreclosure had not occurred.

NOW, THEREFORE, based upon the agreement of Brittnee Malloyd and Transferee and in recognition, acknowledgement and affirmance of those obligations, duties and rights of Mortgagee under the reinstated Mortgage set forth in Exhibit "A" the parties hereto covenant and agree as follows:

1. The Foreclosure of that certain Mortgage attached hereto as Exhibit "A" and the resulting Foreclosure Deed is hereby set aside, vacated, and held for naught, to the same extent as if said Foreclosure never occurred, and the said Mortgage Foreclosure Deed never executed.

2. That the Mortgage is reinstated and shall remain in full force and effect to the same extent as if the said Foreclosure never occurred and the said Mortgage Foreclosure Deed never executed and filed for record in said Probate Office of Shelby County, Alabama. Brittnee Malloyd as Mortgagor and Transferee here under agree and acknowledge that the said Promissory Note and Mortgage attached as Exhibit "A" hereto are valid, binding, legal and enforceable instruments under the Laws of the State of Alabama, in accordance with the terms, provisions, stipulations and conditions.

Mortgagor:

  
Brittnee Malloyd

STATE OF ALABAMA                    )  
Jefferson COUNTY                    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brittnee Malloyd, whose name are signed to the foregoing instrument and who are known to me , acknowledged before me this day, that being informed of the contents of this instrument, he, executed the same voluntarily on the day that same bears date.

Given under my hand and official seal this the 1<sup>st</sup> day of May, 2025.

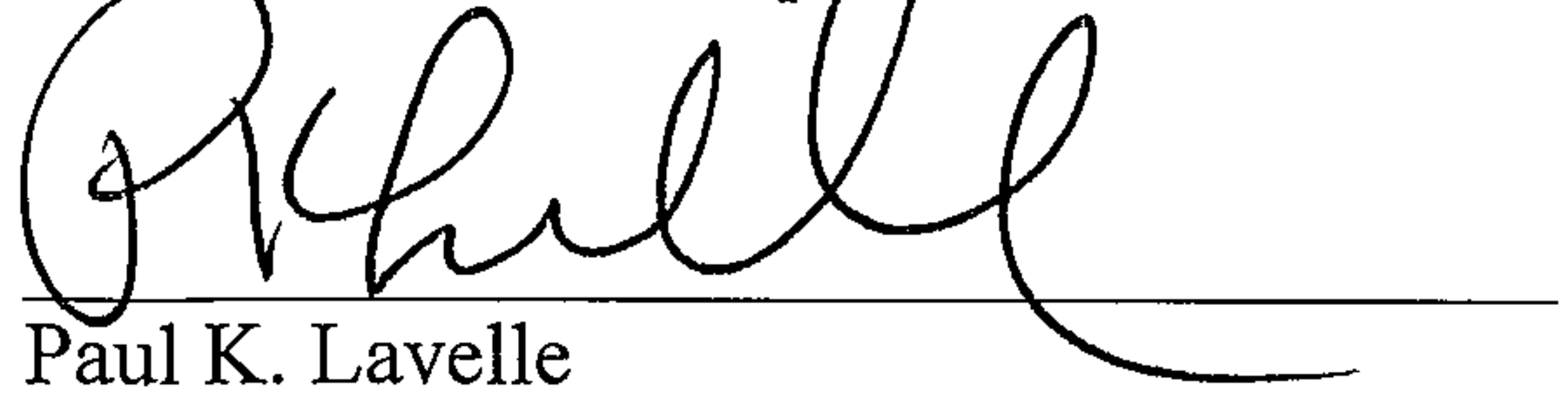


John Daniel Hiller  
Notary Public  
My commission Expires: 9/11/28

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Mortgagee:

U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCAF Acquisition Trust



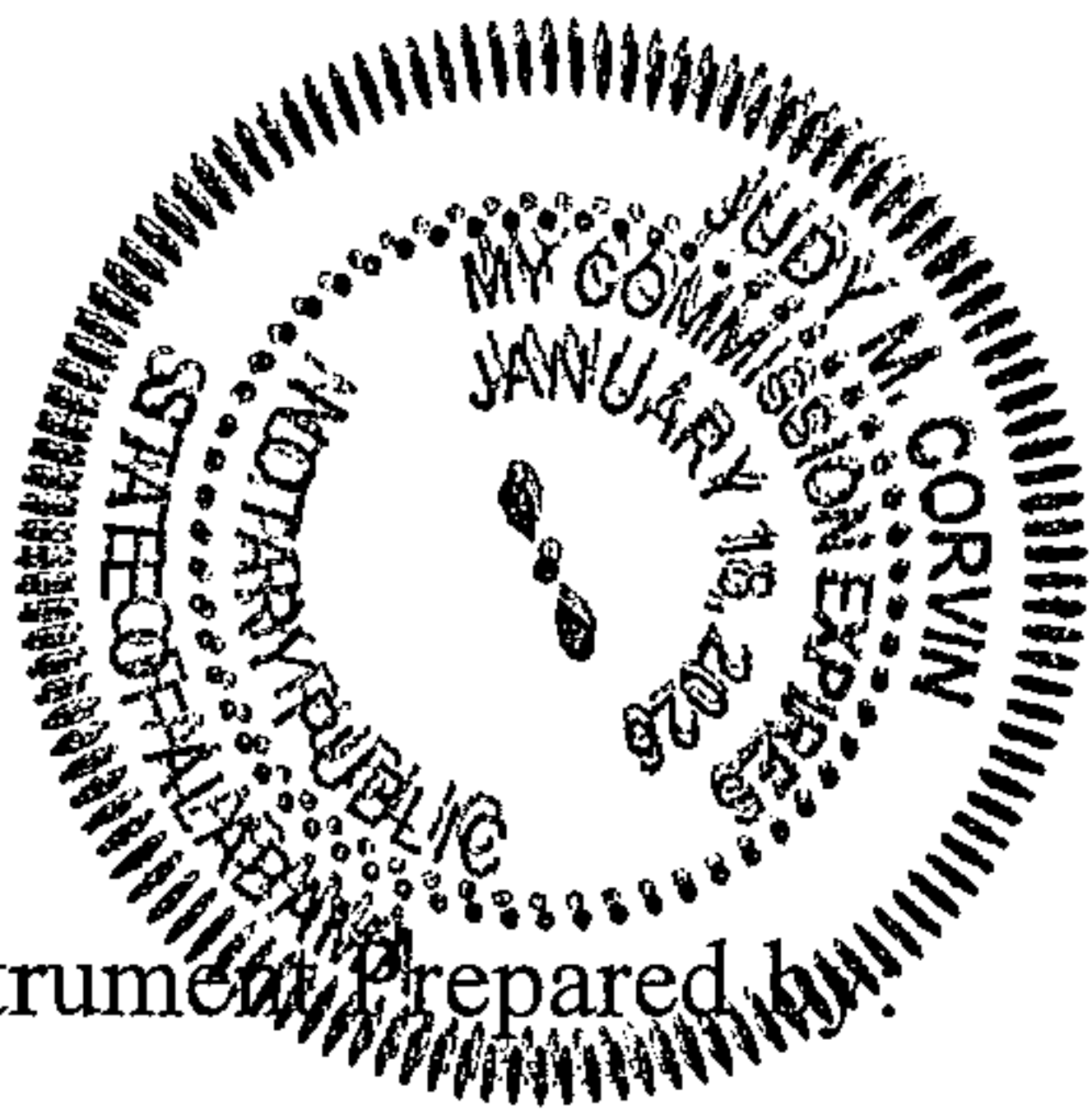
Paul K. Lavelle

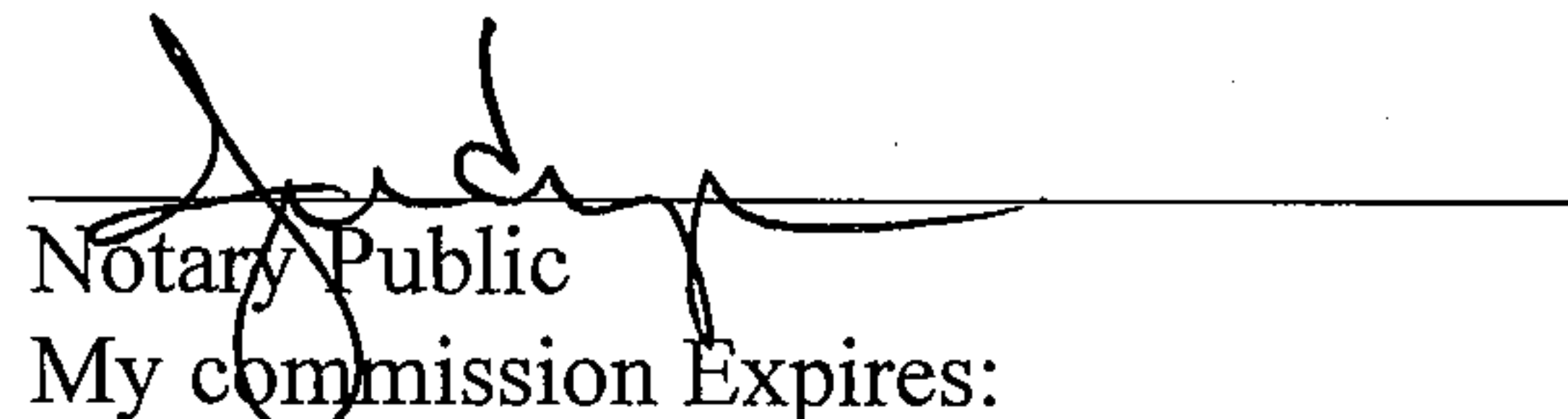
U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCAF Acquisition Trust

STATE OF ALABAMA )  
COUNTY JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul K. Lavelle as Attorney for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCAF Acquisition Trust is signed to the foregoing instrument and who is known to me, acknowledged before me this day, that being informed of the contents of this instrument, they in their capacity as such officer executed the same voluntarily on day that bears the same date, with full authority for and as the Act of said Corporation.

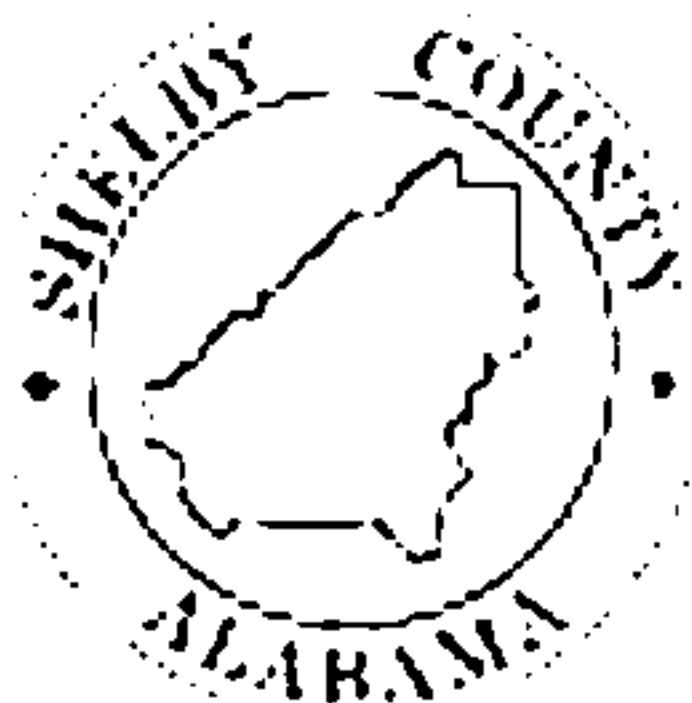
Given under my hand and official seal this the 21st day of April, 2025.



  
Notary Public  
My commission Expires: \_\_\_\_\_

This Instrument prepared by

Paul K. Lavelle  
Spina and Lavelle, PC  
One Perimeter Park So., Ste 400N  
Birmingham, AL 35243  
Attorneys for the Mortgagee  
205-298-1800



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
05/09/2025 01:09:08 PM  
\$35.00 JOANN  
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