

MORTGAGE FORECLOSURE SALE

Default having been made in the payment of the indebtedness secured by that certain mortgage executed by Fernando Jose Calvillo and Melissa Espinoza Urdiera, originally in favor of Mortgage Electronic Registration Systems, Inc. as mortgagee for Fairway Independent Mortgage Corporation, its successors and assigns, on May 13, 2022, said mortgage recorded in the Office of the Judge of Probate of DeKalb County, Alabama, in Book 5002 Page 8887; the undersigned Lakeview Loan Servicing, LLC, as Mortgagee/Transferee, under and by virtue of the power of sale contained in said mortgage, will sell at public outcry to the highest bidder for cash, in front of the main entrance of the Courthouse at Fort Payne, DeKalb County, Alabama, on October 29, 2025, during the legal hours of sale, all of its rights, title, and interest in and to the following described real estate, situated in DeKalb County, Alabama, to-wit: All that certain parcel of land situate in the County of DeKalb and State of Alabama, being known and designated as follows: Commence at an existing one (1) inch iron pipe marking the Northeast corner of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 7 South, Range 8 East of the Huntsville Meridian and proceed North 89 degrees 39 minutes 58 seconds West along the North boundary of said quarter-quarter for a distance of 1,156.91 feet to an iron pin set with cap (PLS#11568) said point being the Point of Beginning; thence leaving the North boundary of said quarter-quarter, proceed South 26 degrees 02 minutes 20 seconds West for a distance of 339.25 feet to an iron pin set with cap (PLS#11568) on the Northeast boundary of a 25 foot easement; thence proceed North 44 degrees 42 minutes 40 seconds West along the North boundary of said easement for a distance of 46.67 feet to an iron pin set with cap (PLS#11568); thence proceed North 54 degrees 44 minutes 10 seconds West along the Northeast boundary of said easement for a distance of 73.34 feet to an iron pin set with cap (PLS#11568); thence leaving the Northeast boundary of said easement, proceed North 89 degrees 46 minutes 15 seconds West for a distance of 368.00 feet to an iron pin set with cap (PLS#11568); thence proceed North 00 degrees 13 minutes 45 seconds East for a distance of 231.38 feet to an iron pin set with cap (PLS#11568) on the North boundary of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, thence proceed South 89 degrees 39 minutes 58 seconds East for a distance of 442.95 feet to an existing one-half (1/2) inch iron pipe marking the Northeast corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5; thence proceed South 89 degrees 39 minutes 58 seconds East for a distance of 165.78 feet to the Point of Beginning. Said parcel of land lying in the South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section 5, Township 7 South, Range 8 East, DeKalb County, Alabama and containing 3.04 acres more or less. Easement, said 25 foot easement lying in the South-Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section 5, Township 7 South, Range 8 East, DeKalb County, Alabama and containing 1.04 acres, more or less. The Easement Deed Legal Description An easement for ingress, egress and utilities described as follows: Commence at an existing one-half (1/2) inch iron pipe marking the Southwest corner of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 7 South, Range 8 East of the Huntsville Meridian and proceed North 85 degrees 51 minutes 45 seconds West for a distance of 142.86 feet to the Northwest right-of-way boundary of DeKalb County Road No. 502 (60 foot ROW), said point being the Point of Beginning of the centerline of a 25 foot easement; thence proceed along the centerline of said easement as follows: North 68 degrees 46 minutes 15 seconds West for a distance of 168.99 feet; North 60 degrees 50 minutes 35 seconds West for a distance of 145.10 feet; thence along a curve to the right with a radius of 377.14 feet, an arc length of 136.59 feet and a chord of North 45 degrees 27 minutes 15 seconds West for a chord distance of 135.85 feet; North 36 degrees 58 minutes 35 seconds West for a distance of 197.56 feet; North 14 degrees 38 minutes 25 seconds West for a distance of 122.72 feet; North 31 degrees 42 minutes 55 seconds West for a distance of 289.54 feet; thence along a curve to the left with a radius of 67.16 feet, an arc length of 107.33 feet and a chord of North 63 degrees 03 minutes 35 seconds West for a distance of 96.27 feet; South 64 degrees 47 minutes 00 seconds West for a distance of 56.52 feet; thence along a curve to the left with a radius of 111.58 feet, an arc length of 116.61 feet and a chord of North 84 degrees 50 minutes 45 seconds West for a chord distance of 111.38 feet; North 50 degrees 34 minutes 15 seconds West for a distance of 175.88 feet; North 4 degrees 42 minutes 40 seconds West for a distance of 118.17 feet; North 54 degrees 44 minutes 10 seconds West for a distance of 72.24 feet to the terminal point of said easement. Said 25 foot easement lying in the South Half of the Northwest Quarter of Section 5, Township 7 South, Range 8 East, DeKalb County, Alabama and containing 1.04 acres, more or less.. Property street address for informational purposes: 1242 County Road 502, Fort Payne, AL 35968. THIS PROPERTY WILL BE SOLD ON AN "AS IS, WHERE IS" BASIS, WITHOUT WARRANTY OR RECOURSE, EXPRESSED OR IMPLIED AS TO TITLE, USE AND/OR ENJOYMENT AND WILL BE SOLD SUBJECT TO THE RIGHT OF REDEMPTION OF ALL PARTIES ENTITLED THERETO. Alabama law gives some persons who have an interest in property the right to redeem the property under certain circumstances. Programs may also exist that help persons avoid or delay the foreclosure process. An attorney should be consulted to help you understand these rights and programs as a part of the foreclosure process. This sale is made for the purpose of paying the indebtedness secured by said mortgage, as well as the expenses of foreclosure. The successful bidder must tender a non-refundable deposit of Five Thousand Dollars (\$5,000.00) in certified funds made payable to Tiffany & Bosco, P.A. at the time and place of the sale. The balance of the purchase price plus any deed recording costs and transfer taxes must be paid in certified funds by noon the next business day at the Law Office of Tiffany & Bosco, P.A. at the address indicated below. Tiffany & Bosco, P.A. reserves the right to award the bid to the next highest bidder should the highest bidder fail to timely tender the total amount due. The Mortgagee/Transferee reserves the right to bid for and purchase the real estate and to credit its purchase price against the expenses of sale and the indebtedness secured by the real estate. This sale is subject to postponement or cancellation. Lakeview Loan Servicing, LLC, ("Transferee") Tiffany & Bosco, P.A., 250120th Place South, Suite 300, Homewood, AL 35223 www.tbaw.com TB File Number: 25-08798-MT-AL The Times Journal August 30, 2025 September 6, 13, 2025