

NOTICE OF MORTGAGE FORECLOSURE SALE

Default having been made under the terms of that certain mortgage executed by Christopher Hodge a/k/a Chris Hodge and Melody Hodge, husband and wife, on the 25th day of March, 2021, to First Fidelity Bank predecessor to First Bank of Alabama which said mortgage is recorded in the Probate Office of DeKalb County, Alabama, in Mortgage Book 5001, at Page 6571, and by reason of such default, having declared all of the indebtedness secured by said mortgage due and payable, and such default continuing, notice is hereby given that, acting under the power of sale contained in said mortgage, First Bank of Alabama successor by merger to First Fidelity Bank will sell at public outcry, for cash, to the highest bidder, before the main entrance of the Courthouse in the City of Fort Payne, DeKalb County, Alabama, at 1:00 p.m. or otherwise during the legal hours of sale on July 30, 2026, the following described real estate situated in DeKalb County, Alabama, to-wit:

TRACT ONE: A parcel of land being a portion of the NE 1/4 of the NE 1/4, the NW 1/4 of the NE 1/4, SE 1/4 of the NE 1/4, and the SW 1/4 of the NE 1/4, in Section 10, Township 7 South, Range 8 East, DeKalb County, Alabama, containing 8.04 acres, more or less and being more particularly described as follows: Commence at a 1-1/2" x 4" steel bar found at the Southeast corner of the SW 1/4 of the NE 1/4 in said Section 10; thence an Alabama East Zone Grid Bearing of North 00 degrees 40'04" East along the East line thereof, a distance of 281.00 feet; thence North 52 degrees 04'17" West, a distance 403.71 feet to a 1/2" rebar set with orange plastic cap stamped "BENCH-MARK CA754PLS"; the POINT OF BEGINNING, (passing thru a driveshaft found at a distance of 190.96 feet); thence continue North 52 degrees 04'17" West, a distance of 236.20 feet to a 1/2" solid iron found; thence N 48 degrees 23'15" W, a distance of 235.50 feet to a 1/2" rebar set with orange plastic cap stamped "BENCH-MARK CA754PLS"; thence North 41 degrees 08'22" East, a distance of 103.11 feet to a 1/2" rebar found; thence North 45 degrees 40'42" East, a distance of 251.16 feet to a 1/2" rebar found; thence North 45 degrees 16'57" West, a distance of 191.88 feet to a point that is South 45 degrees 16'57" East, a distance of 17.37 feet from a 1-1/2" pipe found; thence North 46 degrees 06'42" East, along the Southeast right-of-way line of Dugout Valley Road, (60 R/W), a distance of 35.81 feet to an iron pin found with yellow plastic cap stamped "CA-0179-LC CROFT"; thence South 42 degrees 49'00" East, leaving said right-of-way line, a distance of 191.65 feet to an iron pin found with yellow plastic cap stamped "CA-0179-LS CROFT"; thence North 42 degrees 14'15" East, a distance of 33.41 feet to a 1" pipe found; thence North 45 degrees 05'36" East, a distance of 210.29 feet to a 1-1/2" pipe found; thence South 52 degrees 43'13" East, a distance of 90.34 feet to a 1-1/2" pip found; thence South 57 degrees 40'26" East, a distance of 125.00 feet to a 3/4" water pipe found; thence South 57 degrees 21'13" East, a distance of 236.27 feet to a 1/2" rebar set with orange plastic cap stamped "BENCH-MARK CA754PLS"; thence South 42 degrees 26'40" West, a distance of 306.20 feet to a 1/2" rebar set with orange plastic cap stamped "BENCH-MARK CA754PLS"; thence South 41 degrees 13'10" West, a distance of 223.20 feet to a 1/2" rebar set with orange plastic cap stamped "BENCH-MARK CA754PLS"; thence South 42 degrees 27'21" West, a distance of 238.42 feet to the POINT OF BEGINNING. Also, a non-exclusive 50.0 foot easement for ingress, egress, and the use of utilities, the Northwest margin of which is more particularly described as follows: Commencing at the Southwest corner of the Southeast fourth of the Northeast fourth of Section 10, Township 7 south, Range 8 East in DeKalb County, Alabama; thence North 00 degrees 00 minutes East 281.0 feet to a point; thence North 52 degrees 16 minutes West 439.10 feet to a point; thence North 42 degrees 14 minutes 14 seconds East, 250.0 feet to a point; thence North 52 degrees 45 minutes 26 seconds West 192.59 feet to the True Point of Beginning for the easement herein described; thence North 40 degrees 27 minutes 35 seconds East, 190.0 feet to a point; thence North 41 degrees 41 minutes 05 seconds East, 306.2 feet to a point; thence North 08 degrees 45'38" East, 436.39 feet to the centerline of Old Chavies Road, the ending point for the easement herein described.

TRACT TWO: Commencing at the Northeast corner of Section 10, Township 7 South, Range 8 East of the Huntsville Meridian, DeKalb County, Alabama, run South 52 degrees 19 minutes 28 seconds West for 1957.74 feet to a point on the Southeasterly ROW line of Dugout Valley Road (60 foot ROW) for a point of beginning; thence run South 47 degrees 35 minutes 36 seconds West with said ROW line for 210.0 feet; thence leaving said ROW line run South 40 degrees 19 minutes 20 seconds East for 191.29 feet; thence run North 47 degrees 23 minutes 18 seconds East for 243.50 feet; thence run North 50 degrees 20 minutes 49 seconds West for 192.13 feet to the point of beginning. Said property is lying in Section 10, Township 7 South, Range 8 East of the Huntsville Meridian, DeKalb County, Alabama, and contains 1.0 acre, more or less. Affixed to the above real estate is a 1984 North River mobile home, 14 foot x 70 foot, bearing serial number 1682, which has been placed on the permanent foundation, added to and otherwise improved with the intention that the same be a fixture to said real estate. Source of Title: Deed Book 5001, Page 6571, recorded in the Office of Judge of Probate, DeKalb County, Alabama. For informational purposes only the street address for the above referenced property is believed to be: 404 Dugout Valley Road, Fort Payne, Alabama 35968, which is not a part of the legal description and in the event of any discrepancy the legal description described in this notice shall control. Together with the hereditaments and appurtenances thereunto belonging and all fixtures now attached to and used in connection with the premises herein described. Said sale will be subject to the right of way easements and restrictions of record in the Probate Office of DeKalb County, Alabama, and will be subject to outstanding property taxes, and existing special assessments, if any, which might adversely affect the title to subject property. Said property will be sold on an "As Is, Where Is" basis without warranty or recourse, express or implied as to title, use and/or enjoyment. Neither the mortgagee, nor the officers, directors, attorneys, employees, agents or authorized representative of the mortgagee make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property offered for sale. Any and all responsibilities or liabilities arising out of or in anyway relating to any such condition, including those suggested by Code of Ala. (1975) §35-4-271, are expressly disclaimed. 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. Said sale will be made for the purpose of paying the indebtedness secured by the above described mortgage, and the proceeds thereof will be applied as provided by the terms of said mortgage. The successful bidder must tender a non-refundable deposit in certified funds made payable to Reynolds, Reynolds & Little, LLC at the time and place of the sale. The balance of the purchase price must be paid in certified funds or by wire transfer by 5:00 p.m. the next business day at the Law Office of Reynolds, Reynolds & Little, LLC at the address indicated below unless prior to said sale Reynolds, Reynolds & Little, LLC has agreed to a later date or closing location. The Mortgagee reserves the right to bid for and purchase the real estate and to credit against the expenses of sale and the indebtedness secured by the real estate. The failure of any high bidder to pay the purchase price and close this sale shall, at the option of Mortgagee, because of rejection of the bid, and if the bid is rejected, Mortgagee shall have the option of making the sale to the next highest bidder who is able, capable and willing to comply with the terms thereof. This sale is subject to postponement or cancellation. THIS IS AN ACTION TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

The Times Journal
July 11, 18, 25, 2026