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Shelby Cnty Judge of Probate, AL
08/11/2009 11:19:39 AM FILED/CERT

Loan No.: 0000362755
File No.: FA09.03.011

STATE OF ALABAMA)
) MORTGAGE FORECLOSURE DEED
COUNTY OF SHELBY)

MORTGAGE FORECLOSURE DEED

WHEREAS, on the December 15, 2005, **Michael Derossett and Sonya Derossett, Mortgagor(s), and Party of the First Part**, executed a certain mortgage to **Mortgage Electronic Registration Systems, Inc. as Nominee for Wilmington Finance, A Division of AIG Federal Savings Bank**, which said mortgage is recorded in Instrument No. 20060120000033890, in the Office of the Judge of Probate of Shelby County, Alabama. Said Mortgage was transferred and assigned, and the debt thereby secured to **Bayview Loan Servicing, LLC, Party of the Second Part**, by assignment recorded in Instrument No. 20090513000180130, and recorded in the Office of the Judge of Probate of Shelby, Alabama; and

WHEREAS, default was made in the payment of the indebtedness so secured by the aforesaid mortgage, and the said Bayview Loan Servicing, LLC as transferee, did declare all of the indebtedness secured by the said mortgage, due and payable, and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage in accordance with the terms thereof, by U.S. Mail and by publication in the Shelby County Reporter, a newspaper of general interest and circulation published in Shelby County, Alabama in its issues of 5/1/09, 5/8/09 and 5/15/09; and

WHEREAS, on June 2, 2009 the day on which the foreclosure sale was due to be held under the terms of said notice between the legal hours of sale, said foreclosure sale was duly and properly conducted, and the person conducting the sale on behalf of the mortgage did offer for sale on behalf of the mortgagee and sell at public outcry, in front of the main entrance of the Courthouse, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid obtained for the property described in the aforementioned mortgage was the bid of **Bayview Loan Servicing, LLC**, as transferee, in the amount of **ONE THOUSAND and 00/100 Dollars (\$1,000.00)** which sum was offered to be credited on the indebtedness secured by said mortgage, and said property was thereupon sold to the said Bayview Loan Servicing, LLC; and

WHEREAS, Dennis O. Williamson, Esq. conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by the Party of the Second Part; and

WHEREAS, said mortgage expressly authorizes the person conducting the said sale to execute to the purchaser at said sale a deed to the property so purchased;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT:

For and in consideration of the premises and the credit of **ONE HUNDRED FIFTY-SEVEN THOUAND FIVE HUNDRED and 00/100 Dollars (\$ 157,500.00)**, on the indebtedness secured by said mortgage, the parties of the First Part and the Parties of the Second Part, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto **Bayview Loan Servicing, LLC**, and its successors and assigns, the following described real property, situated in Shelby County, Alabama, to wit:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA TO WIT:

PART OF THE S.W. ¼ OF S.W. ¼ OF SECTION 26, TOWNSHIP 19 SOUTH OF RANGE 1 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE S.E. CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION A DISTANCE OF 610.30 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD; THENCE 86 DEGREES 30 MINUTES TO THE LEFT IN A WESTERLY DIRECTION ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 210.00 FEET; THENCE 4

THENCE 86 DEGREES 30 MINUTES TO THE LEFT IN A WESTERLY DIRECTION ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 210.00 FEET; THENCE 4 DEGREES 50 MINUTES TO THE LEFT IN A WESTERLY DIRECTION A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING; THENCE 1 DEGREE 15 MINUTES TO THE LEFT IN A WESTERLY DIRECTION ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 210.0 FEET; THENCE 87 DEGREES 25 MINUTES TO THE LEFT IN A SOUTHERLY DIRECTION AND PARALLEL TO THE EAST LINE OF SAID QUARTER QUARTER SECTION A DISTANCE OF 210.00 FEET; THENCE 92 DEGREES 35 MINUTES TO THE LEFT IN AN EASTERLY DIRECTION A DISTANCE OF 210.0 FEET; THENCE 87 DEGREES 25 MINUTES TO THE LEFT IN A NORTHERLY DIRECTION A DISTANCE OF 210.0 FEET TO THE POINT OF BEGINNING, SHELBY COUNTY, ALABAMA.

TO HAVE AND TO HOLD, the above described property unto the said Bayview Loan Servicing, LLC, its successors and assigns forever; subject, however to the statutory right of redemption on the part of those entitled to redeem as proved by the laws of the State of Alabama; also subject to ad valorem taxes, easements and/or restrictions of record, prior liens and/or assessments of record.

IN WITNESS WHEREOF, the said **Michael Derossett and Sonya Derossett, Mortgagors, and Party of the First Part, and Bayview Loan Servicing, LLC, as Party of the Second Part**, have set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the 2ND day of June, 2009.

Bayview Loan Servicing, LLC, a Delaware
Limited Liability Company

By: _____
Dennis O. Williamson,
Auctioneer, Agent, and Attorney-in-Fact

Michael Derossett and Sonya Derossett,
Mortgagor(s)

By: _____
Dennis O. Williamson, Attorney-in-Fact

STATE OF ALABAMA)

COUNTY OF Tuscaloosa)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Dennis O. Williamson**, whose name as attorney-in-fact, auctioneer, and agent conducting the mortgage foreclosure sale for **Michael Derossett and Sonya Derossett and Bayview Loan Servicing, LLC**, 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 said conveyance, he/she, in his/her capacity as such attorney-in-fact, auctioneer, and agent, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of June, 2009.

NOTARY PUBLIC

My Commission Expires: 4/4/2012

THIS INSTRUMENT PREPARED BY:

Dennis O. Williamson
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