


**THIS INSTRUMENT PREPARED BY:**

**Jason D. Woodard  
Burr & Forman LLP  
420 North 20th Street  
Suite 3400 - Wachovia Tower  
Birmingham, Alabama 35203  
(205) 251-3000**

**STATE OF ALABAMA                    )  
  )  
COUNTY OF SHELBY                )**

**FORECLOSURE DEED**

  
20100430000133580 1/5 \$29.00  
Shelby Cnty Judge of Probate, AL  
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**KNOW ALL MEN BY THESE PRESENTS, THAT:**

**WHEREAS**, heretofore on, to-wit: February 4, 2005, Donna K. Crompton and husband John D. Crompton, and Charles M. Frusterio and wife Melanie S. Frusterio (the "Original Mortgagors") executed that certain Mortgage, Assignment of Rents and Leases and Security Agreement on the property hereinafter described in favor of Wells Fargo Bank, N.A., successor-by-merger to Wachovia Bank, National Association ("Mortgagee"), which said mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Recording Office") at Instrument No. 20050208000062280, said Mortgage having been amended by that certain Amendment to Mortgage, Assignment of Rents and Leases and Security Agreement dated as of May 5, 2005 made by the Original Mortgagors and Dominion Properties, Inc. ("Dominion", and collectively with the Original Mortgagors, the "Mortgagors"), recorded in the Recording Office at Instrument No. 20050512000229670 (as amended, the "Mortgage"); and

**WHEREAS**, in and by said Mortgage the Mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property for cash, and said Mortgage provided that in case of sale under the power and authority contained in the same, the Mortgagee, or any person conducting said sale for the Mortgagee, was authorized to execute title to the purchaser at said sale; and it was further provided in and by said Mortgage that the Mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and

**WHEREAS**, default was made in the payment of the indebtedness secured by said Mortgage, and Mortgagee did declare all of the indebtedness secured by 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 by publication in *The Shelby County Reporter*, a newspaper published in Shelby County, Alabama, and of general circulation in Shelby County, Alabama, in its editions of March 24, 31 and April 7, 2010; and

**WHEREAS**, on April 16, 2010, during the legal hours of sale, the day and time which the foreclosure of said mortgage was due to held under the terms of said notice, Mortgagee did

announce at public outcry in front of the main entrance of the Shelby County Courthouse in the City of Columbiana, Shelby County, Alabama that said foreclosure had been continued to April 29, 2010 at the same time and place, and did give due and proper notice of said continuance by publication in *The Shelby County Reporter* in its edition of April 14, 2010; and

**WHEREAS**, on April 29, 2010, during the legal hours of sale, the day and time which the foreclosure was due to be held under the terms of said notice, said foreclosure was duly and properly conducted, and Mortgagee did offer for sale and sell at public outcry in front of the main entrance of the Shelby County Courthouse in the City of Columbiana, Shelby County, Alabama, the property described on **Exhibit A** attached hereto (the "Property"); and

**WHEREAS**, Jason D. Woodard was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the said Mortgagee; and


**WHEREAS**, the highest and best bid for the property described in the aforementioned mortgage was the credit bid of Mortgagee, in the amount of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00) (the "Bid"), which sum of money was credited on the indebtedness secured by the Mortgage; and

**WHEREAS**, Mortgagee assigned the Bid to NFPS, INC., a Delaware corporation (the "Purchaser") and the Property was thereupon sold to Purchaser.

**NOW, THEREFORE**, in consideration of the premises and of a credit in the amount of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00), on the indebtedness secured by the Mortgage, the said Mortgagee, by and through Jason D. Woodard, conducting said sale, does hereby grant, bargain, sell and convey unto the Purchaser, all that Property situated in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the said property unto Purchaser, its successors and assigns in fee simple forever; subject, however, to any unpaid ad valorem taxes, the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama and any mining and mineral rights conveyed prior to the recordation of the Mortgage.

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**IN WITNESS WHEREOF**, Mortgagee, has caused this instrument to be executed by and through Jason D. Woodard, as Auctioneer conducting said sale, and as attorney in fact, and Jason D. Woodard, as Auctioneer conducting said sale has hereunto set his hand and seal on this the 29th day of April, 2010.

**DONNA K. CROMPTON** and husband **JOHN D. CROMPTON**, and **CHARLES M. FRUSTERIO** and wife **MELANIE S. FRUSTERIO** and **DOMINION PROPERTIES, INC.**, Mortgagor

By: Wells Fargo Bank, N.A., successor-by-merger to Wachovia Bank, National Association, a national banking association

By:

  
Jason D. Woodard

As Auctioneer and Attorney in Fact

**WELLS FARGO BANK, N.A.**, successor-by-merger to Wachovia Bank, National Association, a national banking association, Mortgagee

By:

  
Jason D. Woodard


As Auctioneer and Attorney in Fact

  
Jason D. Woodard

As Auctioneer and Attorney in Fact

**Grantee Address:**

NFPS, Inc.  
301 S. College Street  
Charlotte, NC 28288

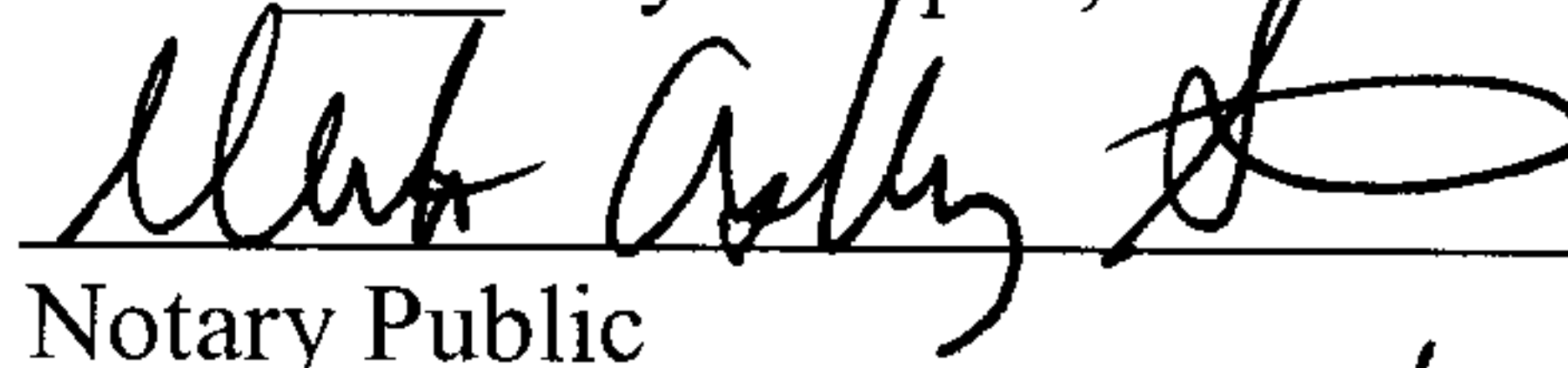
  
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STATE OF ALABAMA )  
 )  
COUNTY OF Jefferson )

ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jason D. Woodard, whose name as Auctioneer and Attorney in Fact for Wells Fargo Bank, N.A., successor-by-merger to Wachovia Bank, National Association, 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 such Auctioneer and Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.


Given under my hand and official seal this 29<sup>th</sup> day of April, 2010.



Notary Public

My Commission Expires: 11/2/2013

[AFFIX SEAL]

  
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## **EXHIBIT A**

Lot 2, according to the survey of Aultman's Addition to 280, as recorded in Map Book 29, Page 1, in the Probate Office of Shelby County, Alabama.

Together with rights obtained under that certain Declaration of Easement for Ingress and Egress between Bazaar 280, LLC and T. Owen Vickers, that constitutes and interest in real estate as recorded in Instrument # 2001-52498.

