20120302000074750 1/3 \$19.00 Shelby Cnty Judge of Probate, AL 03/02/2012 11:11:23 AM FILED/CERT

Send Tax Notice To:
Wells Fargo Bank, N.A.
c/o Wells Fargo Bank, N. A.
2324 Overland Avenue
MAC#B6955-01C
Billings, MT 59102

When Recorded Return to:

John J. Keeling, Esq.
Morris|Hardwick|Schneider, LLC
2718 20<sup>th</sup> Street South, Suite 210
Birmingham, AL 35209

STATE OF ALABAMA

COUNTY OF JEFFERSON

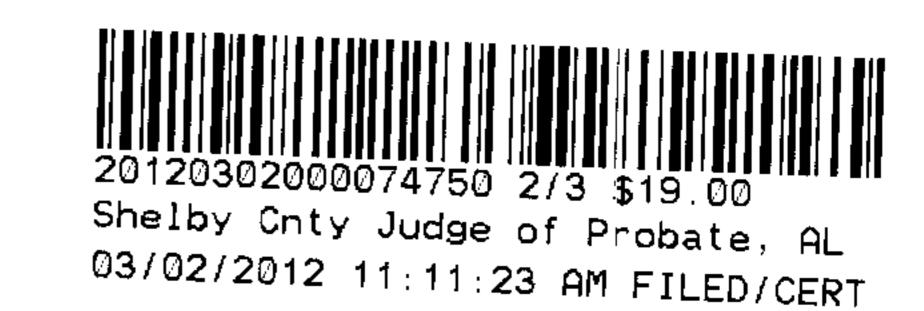
## FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, heretofore, on, to-wit: the 7th day of August, 2006, Jason D. Ayers, a single person,, executed that certain mortgage on real property hereinafter described to Wells Fargo Bank, N.A ("Mortgagee"), which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 20060810000387300; and

WHEREAS, in and by said mortgage, the Mortgagee 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 Courthouse door in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place, and terms of said sale in some 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 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 thereof; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said Wells Fargo Bank, N.A. did declare all of the indebtedness secured by 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 of general circulation published in Shelby



County, Alabama, in its issues of February 1, 2012, February 8, 2012, February 15, 2012; and

WHEREAS, on March 1, 2012, 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 Wells Fargo Bank, N.A. did offer for sale and sell at public outcry in front of the Courthouse door in Columbiana, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, John J. Keeling was the attorney and the person conducting the sale for said Wells Fargo Bank, N.A.; and

WHEREAS, Wells Fargo Bank, N.A., was the highest bidder and best bidder in the amount of One Hundred Seventy-Two Thousand Eight Hundred Six and 60/100 Dollars (\$172,806.60) on the indebtedness secured by said mortgage, the said Wells Fargo Bank, N.A., by and through John J. Keeling as attorney for said Mortgagee, does hereby convey unto Wells Fargo Bank, N.A. all of its right, title, and interest in and to the following described property situated in Shelby County, Alabama, to-wit:

Lot 114, according to the survey of the reserve at Timberline, as recorded in Map Book 34, Page 117 A, B, C, & D, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto Wells Fargo Bank, N.A. its successors/heirs and assigns, forever; subject, however, to the statutory rights of redemption from said foreclosure sale on part of the entitled to redeem as provided by the laws in the State of Alabama; and also subject to all recorded mortgages, encumbrances, recorded or unrecorded easements, liens, taxes, assessments, right-of-way, and other matters of record in the aforesaid Probate Office.

20120302000074750 3/3 \$19.00

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Wells Fargo Bank, N.A.

By:

John Keeling, Attorney for Mortgagee

STATE OF ALABAMA )
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John J. Keeling whose name as Attorney for Wells Fargo Bank, N.A.., 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/she as such Attorney for Wells Fargo Bank, N.A. and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Mortgagee.

Given under my hand and seal of office this

My Commission Expires:

day of March, 2013

This instrument prepared by:

John J. Keeling, Esq.
Morris|Hardwick|Schneider, LLC
2718 20<sup>th</sup> Street South, Suite 210
Birmingham, AL 35209

MOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Oct 26, 2015 BONDED THRU NOTARY PUBLIC UNDERWRITERS