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VA Form 26-40 (322) JUNE, 1983. Use optional Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association

### MORTGAGE FORECLOSURE DEED

# STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That RAYMOND D. CARRIER, a single man, did, on to-wit, August 13th, 2003, execute a mortgage to Mortgage Electronic Registration Systems, Inc. (MERS) acting solely as nominee for Lender, Central Pacific Mortgage Company, and Lender's Successors and Assigns, which mortgage is recorded in Instrument No. 20030822000557010, et seq., in the Office of the Judge of Probate of Shelby County; which said mortgage was subsequently assigned to Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP by instrument recorded in Instrument No. 20101222000430510 of said Probate Court records; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and the said Bank of America, N.A. did declare all of the indebtedness secured by said mortgage due and payable and did give due and proper notice of the foreclosure of said mortgage, in accordance with the terms thereof, by publication in The Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, in its issues of May 23rd, May 30th and June 6th, 2012; which said was postponed by publication in The Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama; in its issue of July 11th, 2012; which said was postponed by publication in The Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama; in its issue of August 15th, 2012; and

WHEREAS, on August 29th, 2012, 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 did offer for sale and did sell at public outcry, in front of the Courthouse door of Shelby County, Alabama, in the City of Columbiana, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid for cash obtained for the property described in the aforementioned mortgage was the bid of the said Bank of America, N.A., in the amount of (\$86,808.05) Dollars, which sum the said Bank of America, N.A. offered to credit on the indebtedness secured by said mortgage, and said property was thereupon sold to the said BANK OF AMERICA, N.A.; and

WHEREAS, said mortgage expressly authorized the Mortgagee to bid at the said sale and purchase said property, if the highest bidder therefor, and authorized the Mortgagee or Auctioneer or any person conducting said sale for the Mortgagee to execute to the purchaser at the sale a deed to the property so purchased;

NOW, THEREFORE, in consideration of the premises and of a credit of \$86,808.05 Dollars, on the indebtedness secured by said mortgage, the said Raymond D. Carrier (BORROWER), acting by and through the said Bank of America, N.A. (MTG CO) by Marcus Clark, as said Auctioneer and the person conducting the said sale for the Mortgagee or Transferee of Mortgagee, and the said Bank of America, N.A. (MTG CO) by Marcus Clark, as said Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and Marcus Clark as said Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, do hereby GRANT, BARGAIN, SELL AND CONVEY unto BANK OF AMERICA, N.A., the following described real property situated in Shelby County, Alabama, to-wit:

LOT 36, ACCORDING TO THE SURVEY OF KINGWOOD, AS RECORDED IN MAP BOOK 6, PAGE 40, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PROPERTY ADDRESS: 1448 Alexander Court, Alabaster, Alabama 35007

TO HAVE AND TO HOLD the above described property unto BANK OF AMERICA, N.A., forever; subject, however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

IN WITNESS WHEREOF, the said Bank of America, N.A. and Raymond D. Carrier, have hereunto set their hands and seals by their said attorney-in-fact and auctioneer at said sale as of the 29th day of August, 2012.

> BANK OF AMERICA, N.A. and RAYMOND D. CARRIER

BY: Marcus Clark

As Attorney-in-Kaet and Auctioneer

## STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned Notary Public in and for said State and County, hereby certify that Marcus Clark, whose name as attorney-in-fact and auctioneer for Bank of America, N.A., and Raymond D. Carrier 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, as such attorney-in-fact and auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the day of MILLS

NOTARY PUBLIC

My Commission Expires:

#### GRANTEE'S NAME & ADDRESS:

Bank of America, N.A. 5401 N. Beach Street Ft. Worth, TX 76137

## GRANTOR'S NAME & ADDRESS:

Raymond D. Carrier 209 Cynthia St. Prattville, Alabama 36066

This instrument prepared by:

William S. McFadden McFADDEN, LYON & ROUSE, L.L.C. 718 Downtowner Boulevard Mobile, Alabama 36609 (251) 342-9172

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