

20130513000197700 1/3 \$107.00
Shelby Cnty Judge of Probate, AL
05/13/2013 01:20:16 PM FILED/CERT

Shelby County, AL 05/13/2013
State of Alabama
Deed Tax:\$89.00

AUCTIONEER'S DEED

STATE OF ALABAMA COUNTY OF SHELBY

WHEREAS, JEFFREY K. BROWN and BARBARA A. BROWN, husband and wife executed a mortgage to Mortgage Electronic Registration Systems, Inc. (MERS) acting solely as nominee for Lender, Bank of America, N.A., and Lender's Successors and Assigns on the 27th day of July, 2009 on that certain real property hereinafter described, which mortgage is recorded in Instrument No. 20090827000330830, of the records in the Office of the Judge of Probate, Shelby County, Alabama; which said mortgage was subsequently assigned to Bank of America, N.A. by instrument recorded in Instrument No. 20111006000297540 of said Probate Court records; and

WHEREAS, in said mortgage the mortgagee was vested with full power and authority, upon the happening of a default in the payment of the principal note described in and secured by said mortgage or any installment of interest thereon, to sell said property hereinafter described at public outcry before the Courthouse door in the City of Columbiana, County of Shelby, Alabama, for cash to the highest bidder, after giving notice of the time, place and terms of sale by an advertisement published once a week for three successive weeks in a newspaper published in the City of Columbiana, Alabama; and

WHEREAS, default was made in the payment of said indebtedness described in and secured by said mortgage; and

WHEREAS, notice of the time, place and purposes of said sale, as required by said mortgage has been given in The Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Alabama, by an advertisement published in the issues of said newspaper on June 6th, June 13th and June 20th, 2012,; fixing the time of the sale of said property to be during the legal hours of sale on the 2nd day of July, 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 25th, 2012; fixing the time of the sale of said property to be during the legal hours of sale on the 28th day of August, 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 September 26th, 2012; fixing the time of the sale of said property to be during the legal hours of sale on the 16th day of October, 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 November 7th, 2012; fixing the time of the sale of said property to be during the legal hours of sale on the 30th day of November, 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 December 26th, 2012; fixing the time of the sale of said property to be during the legal hours of sale on the 18th day of January, 2013; 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 February 6th, 2013; fixing the time of the sale of said property to be during the legal hours of sale on the 26th day of February, 2013; 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 March 27th, 2013; fixing the time of the sale of said property to be during the legal hours of sale on the 29th day of April, 2013; and the place of same at the front door of the Courthouse of Shelby County, in the City of Columbiana, Alabama, and the terms of the sale to be cash; and

WHEREAS, a sale has been made of the said real property hereinafter described during the legal hours of sale on the 29th day of April, 2013, at the front door of the Courthouse of Shelby County, Alabama, in strict conformity with the powers of sale contained in the said mortgage, at which sale **SHELBY RESOURCES, INC.** was the highest and best bidder and did become the purchaser of the real property hereinafter described for the sum of **\$88,751.00** cash in hand paid by said purchaser to Edie S. Pickett, as auctioneer who conducted the sale on behalf of the owner of said mortgage; the

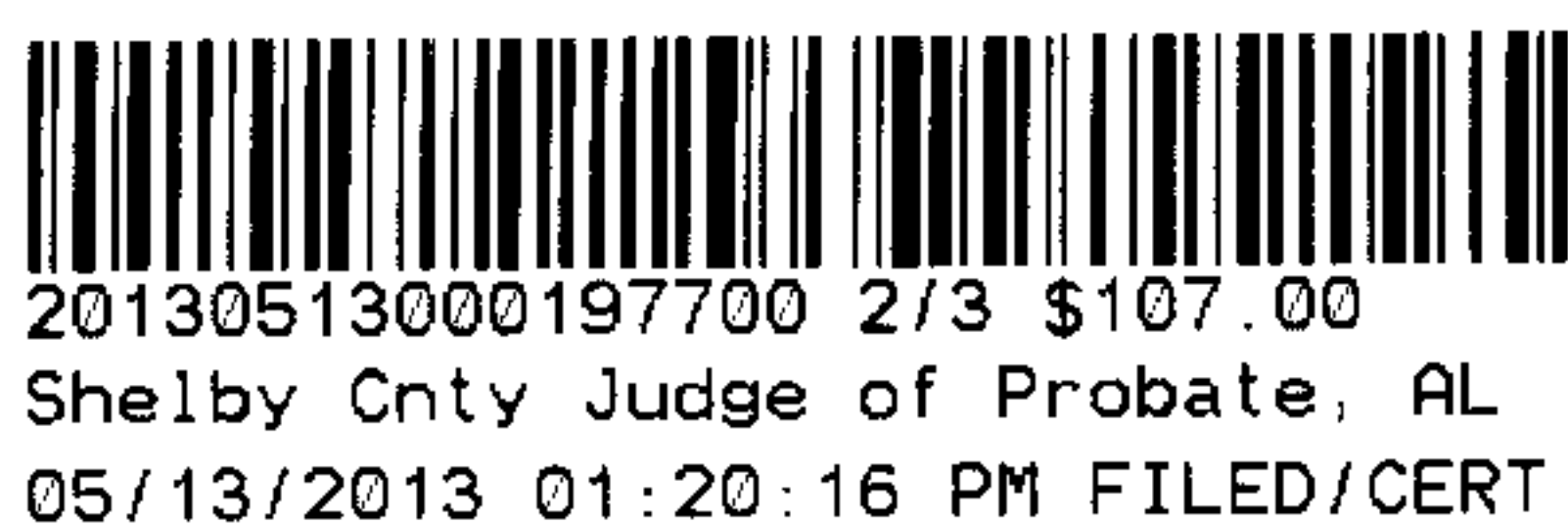
said Bank of America, N.A., by and through Edie S. Pickett as auctioneer, and as its attorney-in-fact, and Jeffrey K. Brown and Barbara A. Brown by Edie S. Pickett, as auctioneer under and by virtue of the authority contained in said mortgage, do hereby GRANT, BARGAIN, SELL AND CONVEY unto **SHELBY RESOURCES, INC.**, its successors and assigns, the following described real property situated in the County of Shelby, State of Alabama, to-wit:

LOT 1, ACCORDING TO THE SURVEY OF COUNTRY HILLS SUBDIVISION, PHASE ONE, AS RECORDED IN MAP BOOK 11, PAGE 41, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PROPERTY ADDRESS: (for information purposes only) 2 Country Hills Rd. Montevallo, Alabama 35115

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments, easements and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said **SHELBY RESOURCES, INC.**, the purchaser at said sale, its successors and assigns, 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, and any and all ad valorem taxes due or assessed.

IN WITNESS WHEREOF, the said Bank of America, N.A., and Jeffrey K. Brown and Barbara A. Brown, have hereunto set their hands and seals by their said attorney-in-fact and auctioneer at said sale as of the 29th day of April, 2013.



BANK OF AMERICA, N.A. and
JEFFREY K. BROWN and BARBARA A. BROWN

BY Edie S. Pickett
Edie S. Pickett
As Attorney-in-Fact and Auctioneer

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned Notary Public in and for said State and County, hereby certify that Edie S. Pickett, whose name as attorney-in-fact and auctioneer for Bank of America, N.A., and Jeffrey K. Brown and Barbara A. Brown 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, she, 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 7th day of May, 2013.

Ashley Gohm Blom
NOTARY PUBLIC
My Commission Expires: 2/14/17

GRANTEE'S ADDRESS:
Shelby Resources, Inc.

*PO Box 419
Pelham, Alabama 35124-0419*

This instrument prepared by:
Beth McFadden Rouse
McFADDEN, LYON & ROUSE, L.L.C.
718 Downtowner Boulevard
Mobile, Alabama 36609
(251) 342-9172

GRANTOR'S ADDRESS:
*Jeffrey K. Brown and
Barbara A. Brown
2 Country Hills Rd
Montevallo, Alabama 35115*

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Jeffrey K. Brown
Mailing Address Barbara A. Brown
2 Country Hills Rd.
Montevallo, AL 35115

Grantee's Name Shelby Resources, Inc
Mailing Address PO BOX 419
Pelham, AL 35115

Property Address 2 Country Hills Rd.
Montevallo, AL
35115

Date of Sale 4/27/13
Total Purchase Price \$ 88,751
or
Actual Value \$ _____
or
Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement

☒ Appraisal
☒ Other deed

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 5/13/13

☐ Unattested

Print Michael D. Phillips, Pres.

Sign Michael D. Phillips, Pres.

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

