



20140204000031110 1/8 \$36.00
Shelby Cnty Judge of Probate, AL
02/04/2014 09:52:53 AM FILED/CERT

This Instrument Prepared By:
Paul Kemp
Morris|Hardwick|Schneider, LLC
1 Independence Plaza, Suite 416
Birmingham, AL 35209
ALQ-131100521S

Send Property Tax Notice to:

384 Union Station Way
Calera, AL
35040

Special Warranty Deed

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Nine Thousand Nine Hundred and 00/100 Dollars (\$109,900.00) cash in hand paid to

Bank of America, N.A.

(hereinafter called "Grantor"), receipt whereof is acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto said

Falan Brantley a/k/a Fallon Brantley

(hereinafter called "Grantee"), all right, title, interest and claim in or to the following described real estate lying in Shelby County, Alabama, to-wit:

Lot 19., according to the survey of Union Station, Phase I, as recorded in Map Book 41, Page 41, in the Probate Office of Shelby County, Alabama.

Property Address: 384 Union Station Way, Calera, AL 35040

Source of Title: Instrument #20130603000224930

The subject property is or X is not the homestead of the grantor(s).

TO HAVE AND TO HOLD unto the said Grantee, its successor and assigns forever.

This instrument is executed without warranty or representation of any kind on the part of the undersigned, express or implied, except that there are no liens or encumbrances outstanding against the premises conveyed which were created or suffered by the undersigned and not specifically excepted herein.

This conveyance is made subject to any right of redemption arising by virtue of the foreclosure of a mortgage as evidenced by a Foreclosure Deed recorded in Instrument #20130603000224930.

111,390.00 of the consideration was paid from the proceeds of a first mortgage and 0.00 for a second mortgage filed simultaneously herewith.

Property Address: 384 Union Station Way, Calera, AL 35040

AL_SpecialWarrantyDeed.rdw

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IN WITNESS WHEREOF, Bank of America, N.A., has caused these present to be executed in its name and on its behalf as aforesaid, on this 23rd day of January, 2014.

Bank of America, N.A.

BY:

Rhonda L D'Amaro
By: M+T Bank, Attorney in Fact
RHONDA L D'AMARO
BANKING OFFICER

State of New York
County of Erie

I, Lucy A Dannecker, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Rhonda L D'Amaro whose name as Banking officer of M+T Bank of Bank of America, N.A., are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation, acting in their capacity as aforesaid on the day that bears the same date.

Given under my hand and official seal this 23rd day of January, 2014.

Lucy A Dannecker
Notary Public


My Commission Expires: _____

[Seal]

Reference:
384 Union Station Way
Calera, AL, 35040

LUCY A DANNECKER
Lic. #01DA6245448
Notary Public-State of New York
Qualified in ERIE
My Commission Expires 07/25/2015

LIMITED POWER OF ATTORNEY


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KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A., a national banking association ("Seller"),¹ by these presents does hereby make, constitute and appoint Manufacturers And Traders Trust Company aka M&T Bank, a New York corporation ("Servicer"), Seller's true and lawful attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers and designated agents, the Actions (as such term is defined herein) in Seller's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to that certain Mortgage Servicing Rights Purchase and Sale Agreement dated as of February 19, 2013, between Seller and Lakeview Loan Servicing, LLC, under the terms of which Seller sold to Lakeview Loan Servicing, LLC the servicing rights to certain mortgage loans (such loans, the "Loans"). Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Mortgage"). The parties agree that this Limited Power of Attorney is coupled with an interest.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

1. Execute or file assignments of mortgages, or of any beneficial interest in a Mortgage;
2. Execute or file reconveyances, deeds of reconveyance or releases or satisfactions of mortgage or similar instruments releasing the lien of a Mortgage;
3. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Seller or a prior transferor, including, but not limited to note indorsements;
4. Indorse all checks, drafts and/or other negotiable instruments made payable to Seller as payments by borrowers in connection with the Loans;
5. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the transfer of title to a third party, in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure ("REO Property");
6. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; escrow instructions; HUD-1 settlement statements; and any other document necessary to effect the transfer of REO Property.
7. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans;

provided, however, that nothing herein shall permit Servicer to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of Seller. All


¹ This Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of: Bank of America, N.A.; or Bank of America, N.A., as successor by merger to BAC Home Loans Servicing LP formerly known as Countrywide Home Loans Servicing LP.

indorsements executed pursuant to this Limited Power of Attorney shall contain the words "without recourse," and unless the law requires otherwise, all other documents of transfer executed pursuant to this Limited Power of Attorney shall contain the following sentence: "This [*insert document title*] is made without recourse to or against [*insert name of entity in whose name the Action is taken*] or Bank of America, N.A., and without representation or warranty, express or implied, by [*insert name of entity in whose name the Action is taken*] or Bank of America, N.A."

With respect to the Actions, Seller gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.


Nothing contained herein shall be construed to grant Servicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Seller or be construed to create a duty of Seller to initiate or defend any suit, litigation, or proceeding in the name of Servicer, (ii) incur or agree to any liability or obligation in the name of or on behalf of Seller, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Seller, except as provided herein. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state.


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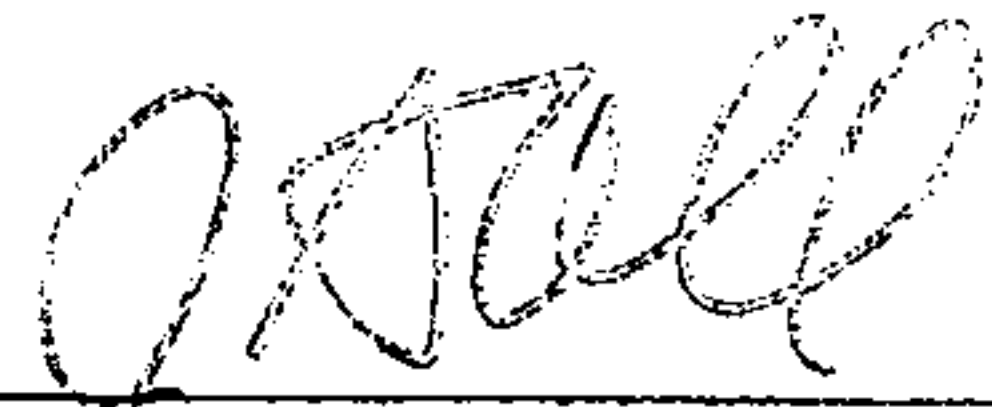

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IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 3rd day of July, 2013.

**BANK OF AMERICA, NATIONAL
ASSOCIATION**

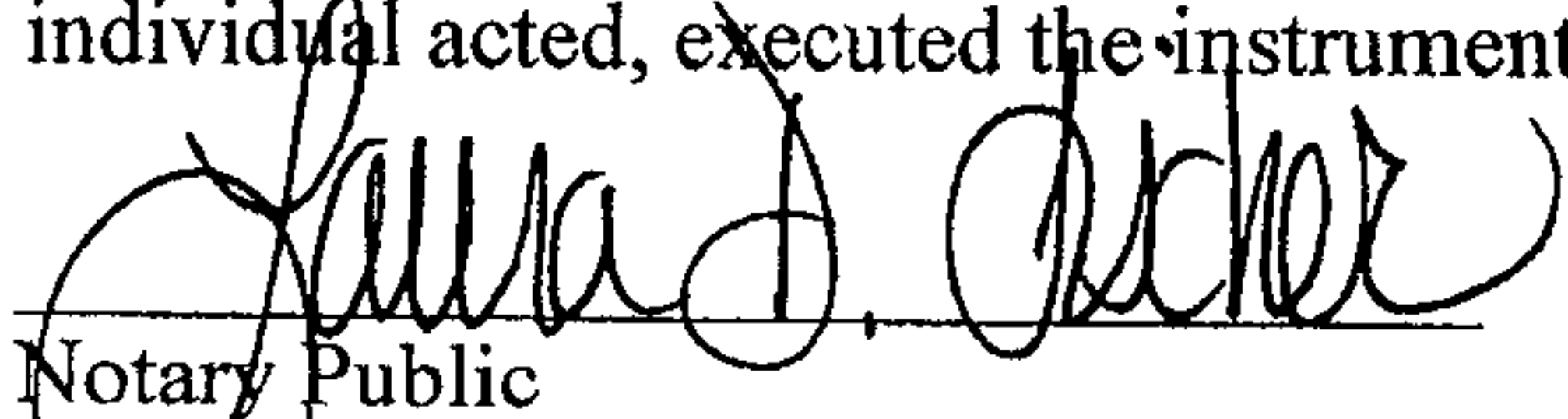
By: 
Name: Lee Wardlow
Title: Senior Vice President

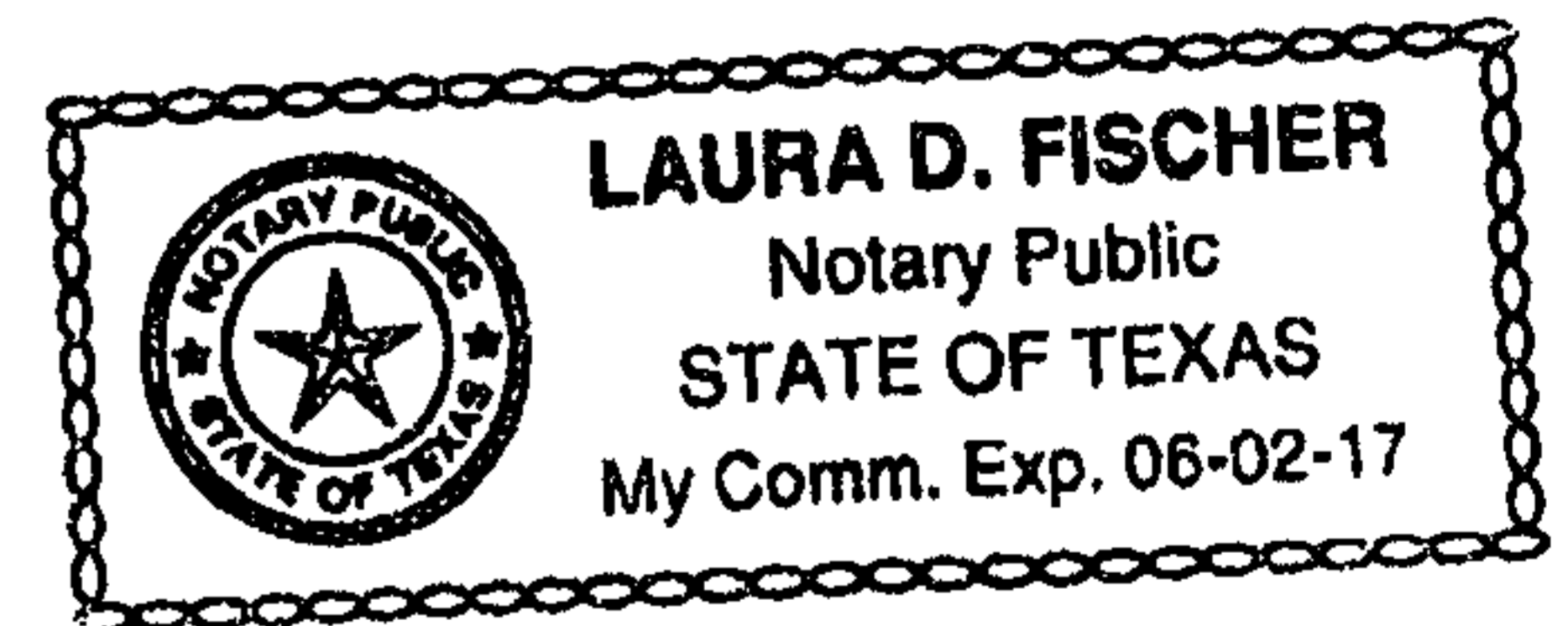
Witness: 
Name: Noel Zeuner
Title: Senior Vice President


Witness: 
Name: Justin Dahl
Title: Senior Vice President

STATE OF TEXAS :
COLLIN COUNTY : ss.

On the 3rd day of July in the year 2013, before me, the undersigned, personally appeared Lee Wardlow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the individual executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public
My commission expires: 6/2/17




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CERTIFICATE OF AUTHORITY
OF THE
MANUFACTURERS AND TRADERS TRUST COMPANY

I, Deborah R. Pokerwinski, the Assistant Corporate Secretary of Manufacturers and Traders Trust Company ("M&T Bank"), do hereby certify that the following is an abstract of Article IV, Section 13 of the Bylaws of M&T Bank, which are now in force:

"The Chairman of the Board, the Vice Chairmen of the Board, the Chief Executive Officer, the President, any Vice President, any Assistant Vice President, any Banking Officer, the Corporate Secretary, any Assistant Secretary, and the Treasurer shall each have power and authority:

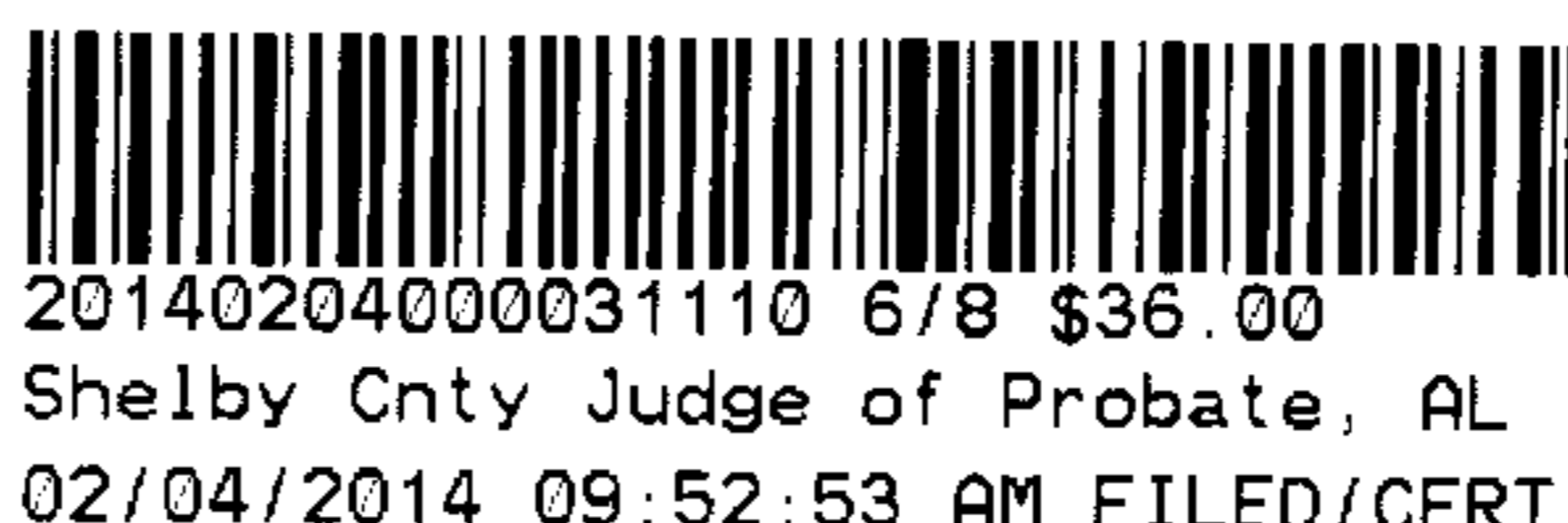
"To sign, countersign, certify, issue, assign, endorse, transfer and/or deliver notes, checks, drafts, bills of exchange, certificates of deposit, acceptances, letters of credit, advices for the transfer or payment of funds, orders for the sale and for delivery of securities, guarantees of signatures, and all other instruments, documents and writings in connection with the business of M&T Bank in its corporate or in any trust or fiduciary capacity;

"To sign the name of M&T Bank and affix its seal, or cause the same to be affixed, to deeds, mortgages, satisfactions, assignments, releases, proxies, powers of attorney, trust agreements, and all other instruments, documents or papers necessary for the conduct of the business of M&T Bank, either in its corporate capacity or in any trust or fiduciary capacity;

"To endorse, sell, assign, transfer and deliver any stocks, bonds, mortgages, notes, certificates of interest, certificates of indebtedness, certificates of deposit and any evidences of indebtedness or of any rights or privileges which now are or may hereafter be held by or stand in the name of M&T Bank, either in its corporate capacity, or in any fiduciary or trust capacity, and to execute proxies, powers of attorney or other authority with respect thereto;

"To accept on behalf of M&T Bank any guardianship, receivership, executorship or any general or special trust specified in the Banking Law of the State of New York;

"To authenticate or certificate any bonds, debentures, notes, or other instruments issued under or in connection with any mortgage, deed of trust or other agreement or instrument under which M&T Bank is acting as trustee or in any other fiduciary capacity;



“To sign, execute and deliver certificates, reports, checks, orders, receipts, certificates of deposit, interim certificates, and other documents in connection with its duties and activities as registrar, transfer agent, disbursing agent, fiscal agent, depositary, or in any other corporate fiduciary capacity.

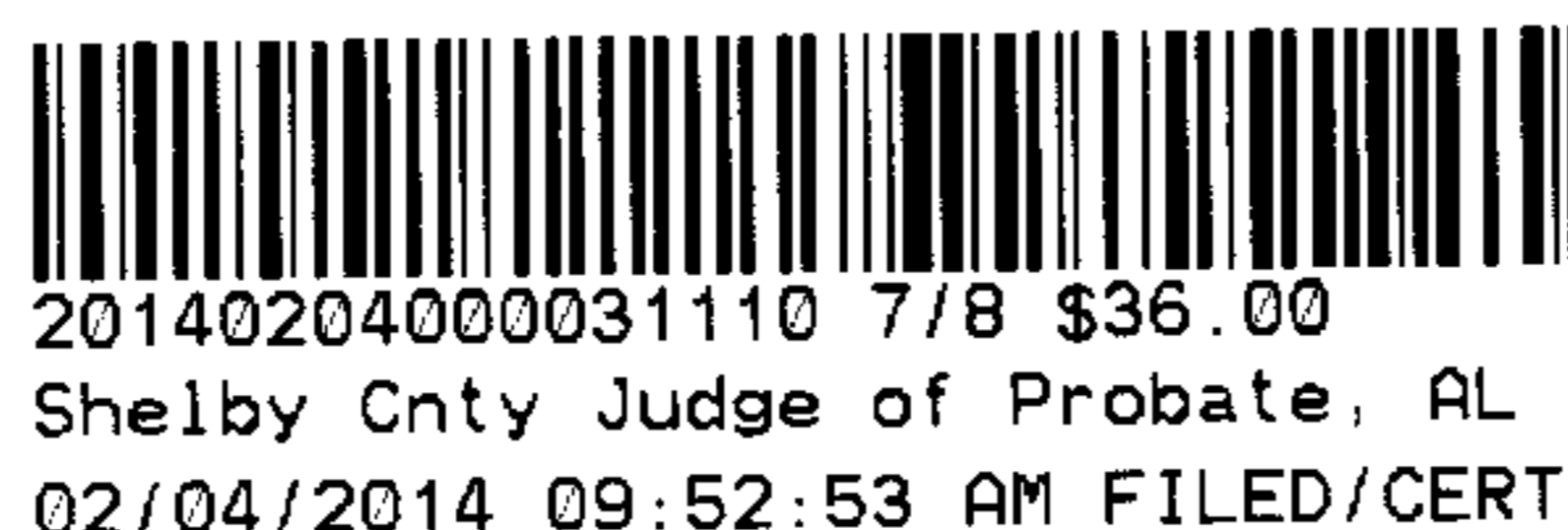
“The powers and authority above conferred may at any time be modified, changed, extended or revoked, and may be conferred in whole or in part on other officers and employees by the Board of Directors or the Executive Committee.”

I further certify that the following persons are the duly elected, qualified, and acting incumbents of the offices set forth opposite their name:

| <u>Name</u> | <u>Title</u> |
|---------------------|-------------------------------|
| Sasko S. Popovski | Administrative Vice President |
| Thomas F. Fisher IV | Vice President |
| Michael J. Otto | Vice President |
| Judith M. Palmer | Vice President |
| David R. Ligammari | Assistant Vice President |
| Colleen M. Newton | Assistant Vice President |
| Deborah A. Paulin | Assistant Vice President |
| Robert P. Smart | Assistant Vice President |
| Carleen F. Sumbrum | Assistant Vice President |
| Rhonda L. D'Amaro | Banking Officer |
| Carrie A. Douglas | Banking Officer |
| Margaret Phillips | Banking Officer |

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of July, 2013.

Deborah R. Pokerwinski
Deborah R. Pokerwinski
Assistant Corporate Secretary



Real Estate Sales Validation Form

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

Grantor's Name
Mailing Address

Bank of America
2375 N. Glenville Dr
Rt. 45052
75052

Grantee's Name
Mailing Address

Falam/Fallon Brantley
250 Hwy 17
Montevallo AL
35115

Property Address

384 Union Station Way
Calera AL
35040

Date of Sale

1-24-14

Total Purchase Price

\$ 11,390.00

or

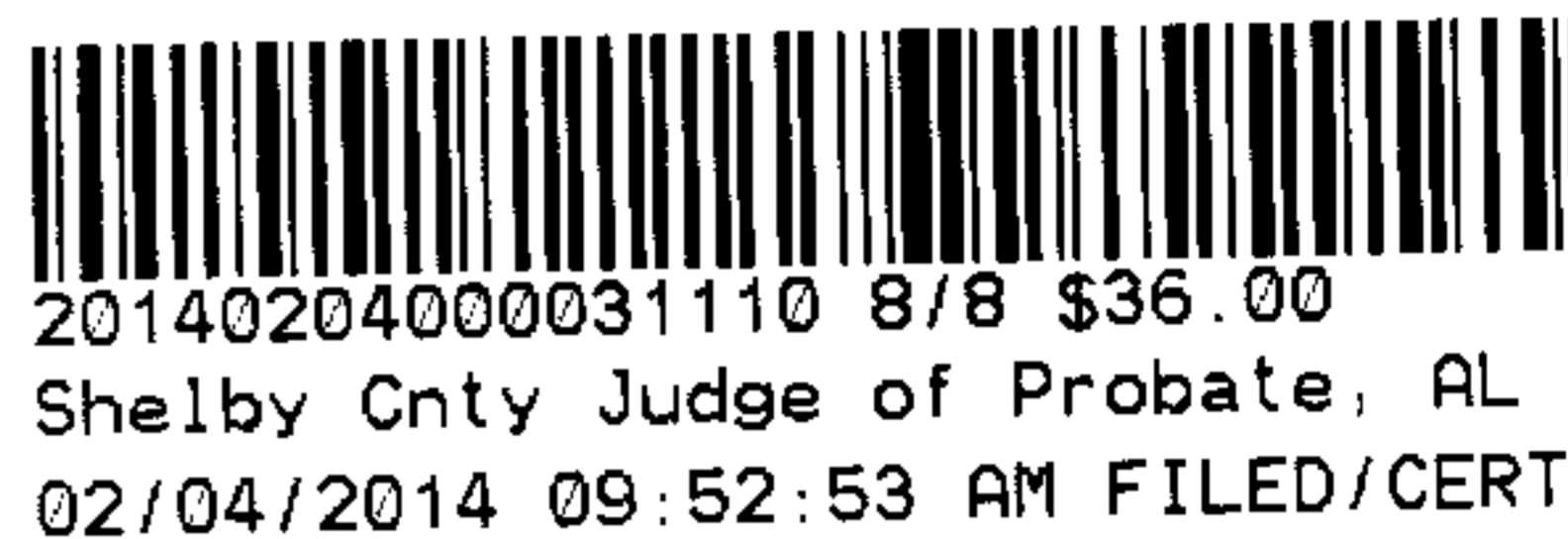
Actual Value

\$

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

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 1-24-13

Unattested

(verified by)

Print

Sign

Dawn Collier
[Signature]

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1