


This instrument was prepared by:
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FORECLOSURE DEED


20051222000660390 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/22/2005 02:05:33PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

WHEREAS, **Richard C. Amberson and Kimberly G. Amberson, husband and wife**, did on October 30, 2001, execute a mortgage conveyance which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument # 2001-50908 and said mortgage being modified on July 28, 2003 as recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument # 20030818000542630, which mortgage did convey the lands hereinafter described to Regions Bank; and


WHEREAS, in and by the terms of said mortgage and by Alabama law, the mortgagee, Regions Bank, and assigns, or any person conducting said sale for mortgagee, were authorized and empowered to sell the hereinafter described property upon default in the payment of the principal sum secured by said mortgage and the interest thereon, at auction for cash, at the Shelby County Courthouse, in the City of Columbiana, Alabama, after having given notice thereof for three weeks by publication once a week in any newspaper then published in the said City and County, and execute the proper conveyance to the purchaser and further, that the auctioneer or person making the sale was empowered and directed to make and execute a deed to the purchaser in the names of the mortgagors; and

WHEREAS, there was default in the payment of the principal sum secured by said mortgage and the interest thereon and said default continuing, and after said default notice was given as required in said mortgage and by Alabama law of the time, place and term of said sale, together with a description of said property to be sold and the purpose of such sale by publication once a week for three successive weeks, viz: November 30, 2005, December 7, 2005 and December 14, 2005 in the *Shelby County Reporter*, a newspaper then and now published in the City of Columbiana, Alabama; and

WHEREAS, pursuant to said notice, said property was offered for sale during the legal hours of sale by James W. Fuhrmeister, as attorney-in-fact for the mortgagors and making the sale, at the Shelby County Courthouse, in the City of Columbiana, Alabama, on November 21, 2005 and at said sale **Regions Bank** was the highest bidder for the said property at and for the sum of **Three Hundred Twenty-Four Thousand, Five Hundred Seventy-Nine and 26/100 Dollars (\$324,579.26)**, and said property was sold to the said **Regions Bank** at and for the sum aforesaid.

NOW THEREFORE, the premises considered, the said mortgagee, Regions Bank, by and through it's attorney-in-fact, James W. Fuhrmeister, duly authorized as aforesaid and James W. Fuhrmeister as the auctioneer and person making the sale, by virtue of and in execution of the powers contained in said mortgage conveyance as aforesaid, for and in consideration of the sum of **Three Hundred Twenty-Four Thousand, Five Hundred Seventy-Nine and 26/100 Dollars (\$324,579.26)**, to me in hand paid by the said **Regions Bank**, receipt of which is hereby acknowledged, we so GRANT, BARGAIN, SELL and CONVEY unto the said **Regions Bank**, the following described real estate lying and being situated in the County of Shelby, State of

Alabama, to-wit:


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Lot 212, according to the Survey of Greystone Legacy, 2nd Sector, as recorded in Map Book 27, page 66 in the Probate Office of Shelby County, Alabama.

Subject to:

1. Statutory rights of redemption;
2. Mortgage dated 10/30/2001 from Kimberly G. Amberson and Richard C. Amberson to Mortgage Electronic Registration Systems, Inc. (MERS) solely as nominee for Countrywide Home Loans, Inc. filed for record on 11/1/2001, recorded in Instrument 2001-46957 in the Probate Office of Shelby County, Alabama;
3. 2005 and subsequent years taxes and special assessments;
4. Municipal assessments, if any due;
5. Fire dues, if any due;
6. Restrictions as shown on recorded map;
7. Easements and building lines as shown on recorded map;
8. Association Dues, if any, due Homeowners Association;
9. 50 foot Building Line on front and rear and 15 foot building line on sides, as shown in that certain deed recorded in Instrument 2001-16152 in the Probate Office of Shelby County, Alabama;
10. Reciprocal Easement Agreement recorded in Instrument 200307/9438 in the Probate Office of Jefferson County, Alabama and in Instrument 2001-38396 in the Probate Office of Shelby County, Alabama;
11. Restrictions appearing of record in Instrument 2001-48193 and Instrument 20030220000107790 in the Probate Office of Shelby County, Alabama;
12. Right of way recorded in Instrument 20020809000376900 in the Probate Office of Shelby County, Alabama;
13. Ground Lease recorded in Real 355, page 880; amended by Instrument 1992-4726; further amended by Instrument 1993-3119 and last amended by Instrument 1999-12257 in the Probate Office of Shelby County, Alabama;
14. Easement for Alabama Power Company recorded in Real 133, page 551; Deed Book 246, page 848 and Real 142, page 188 in the Probate Office of Shelby County, Alabama;
15. Mineral and Mining Rights and rights incident thereto recorded in Deed Book 243, page 828 in the Probate Office of Shelby County, Alabama;
16. Building lines, restrictions, Mineral and mining rights and rights incident thereto and releases of damages recorded in Instrument 2000-37890 in the Probate Office of Shelby County, Alabama;
17. Restrictions recorded in Instrument 1999-50995 and 2nd Amendment to restrictions recorded in Instrument 2000-34390 in the Probate Office of Shelby County, Alabama;
18. Restrictions appearing of record in Instrument 200303-2094, 1st Amendment recorded in Instrument 200303-2096; 2nd Amendment recorded in Instrument 200303-2098; 3rd Amendment recorded in Instrument 200303-2099; 4th Amendment recorded in Instrument 200303-2101; 5th Amendment recorded in Instrument 200303-2102; 6th Amendment recorded in Instrument 200303-2103; 7th Amendment recorded in Instrument 200303-2104; 8th Amendment recorded in Instrument 200303-2105; 9th Amendment recorded in Instrument 20030424000253400 and 10th Amendment recorded in Instrument 20030507000283000 in the Probate Office of Shelby County, Alabama; and
19. All other defects, liens, encumbrances, etc. of record.

TO HAVE AND TO HOLD unto the said Regions Bank, and assigns, forever.

IN WITNESS WHEREOF, the mortgagee, Regions Bank, by and through it's attorney-in-fact, James W. Fuhrmeister and the said James W. Fuhrmeister as auctioneer and person making the sale, have hereunto set our hands and seals this 22 day of Dec. 2005.

Richard C. Amberson and Kimberly G. Amberson, Mortgagors

BY: _____

Attorney-in-fact

Regions Bank, Mortgagee

BY: _____

AUCTIONEER AND PERSON MAKING THE SAID SALE

As the Auctioneer and person making said sale

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James W. Fuhrmeister, whose name as attorney-in-fact for Richard C. Amberson and Kimberly G. Amberson, whose name as attorney-in-fact and agent for Regions Bank, and whose name as auctioneer and person making the said sale, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that being informed of the contents of this conveyance, that he, in his capacity as such attorney-in-fact and agent, and as such auctioneer, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 22 day of Dec., 2005.

Charity R Hogg
NOTARY PUBLIC

My Commission Expires: NOTARY PUBLIC STATE AT LARGE
COMMISSION EXPIRES
MARCH 31, 2008