

PREPARED BY: JASON LUTZ

MORRIS, SCHNEIDER & PRIOR, L.L.C.

1587 Northeast Expressway

Atlanta, GA 30329

(770) 234-9181

MSP FILE NO.: 156.0421421AL/U

LOAN NO.: 5794879



20060728000363740 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
07/28/2006 09:13:55AM FILED/CERT

STATE OF ALABAMA

COUNTY OF SHELBY

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, heretofore on September 21, 2000, **Darnell Williams and Shadel N. Williams, husband and wife, Party of the First Part**, executed a certain mortgage to **Wells Fargo Home Mortgage, Inc**, which said mortgage is recorded in Instrument No. 2000-35155, in the Office of the Judge of Probate of Shelby County, Alabama, , Party of the Second Part; and

WHEREAS, default in the payment of the indebtedness secured by said mortgage, and Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc did declare all of the indebtedness secured by the said mortgage due and payable and said mortgage subject to foreclosure as therein provided 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 in Shelby County, Alabama, in its issues of 10/05/2005, 10/12/2005, and 10/19/2005; and

WHEREAS, on October 27, 2005, the day on which the foreclosure sale was due to be held under the terms of said notice, during the legal hours of sale, said foreclosure was duly and properly conducted and the person conducting the sale on behalf of the mortgagee did offer for sale and sell a public outcry, in front of the main entrance of the Courthouse, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid obtained for the property described in the aforementioned mortgage was the bid of AL Central Credit Union in the amount of **THREE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTEEN AND 00/100 DOLLARS (\$ 348,715.00)**; which the person conducting the sale on behalf of the mortgagee offered to credit on the indebtedness secured by said mortgage, and said property was thereupon sold to **AL Central Credit Union**; and

WHEREAS, James Greer, Esq., conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by the Party of the Second Part; and

WHEREAS, said mortgage expressly authorized the mortgagee or auctioneer or any person conducting said sale to execute to the purchaser at said sale a deed to the property so purchased.

NOW, THEREFORE, in consideration of the premises and the credit of **THREE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTEEN AND 00/100 DOLLARS (\$ 348,715.00)**, on the indebtedness secured by said mortgage, the parties of the First Part and the Party of the Second Part, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto AL Central Credit Union, and its successors and assigns, the following described real property, situated in Shelby County, Alabama, to-wit:

Lot 835, according to the map of **HIGHLAND LAKES, 8TH SECTOR, AN EDDLEMAN COMMUNITY**, as recorded in Map Book 23, Page 145 of the records in the Office of the Judge of Probate, Shelby County, Alabama.

TOGETHER WITH nonexclusive easement to use the private roadways, common area all as more particularly described in the Declaration Easements and Master Protective Covenants for Highland Lakes, a residential subdivision, recorded as Instrument #1994-07111 in the Probate

Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a residential subdivision. The 8th Sector recorded as Instrument #1998-15147 in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

SOURCE OF TITLE: Instrument # 2000-35155

TO HAVE AND TO HOLD the above described property unto AL Central Credit Union, 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; also subject to ad valorem taxes, easements and/or restrictions of record, prior liens and/or assessments of record.


IN WITNESS WHEREOF, Darnell Williams and Shadel N. Williams, husband and wife and Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc have set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the 27th day of October 2005.

BY:

AS:


Auctioneer and Attorney-in-fact

STATE OF ALABAMA
COUNTY OF SHELBY


20060728000363740 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
07/28/2006 09:13:55AM FILED/CERT

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James Greer, Esq., whose name as attorney-in-fact and auctioneer for Darnell Williams and Shadel N. Williams, husband and wife and Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc, 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/she, in his/her capacity as such attorney-in-fact, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of October, 2005.



NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 23, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS