

SEND TAX NOTICE TO:
Wells Fargo Bank, N.A.
MAC # X2505-01A
1 Home Campus
Des Moines, IA 50328



20091110000419940 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
11/10/2009 02:17:25 PM FILED/CERT

CM #: 102614

STATE OF ALABAMA)

COUNTY OF SHELBY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore, on, to-wit: the 20th day of February, 2007, Michael Brett Weatherby and Stacy Weatherby, husband and wife, executed that certain mortgage on real property hereinafter described to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Superior Bank, which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20070306000099630, said mortgage having subsequently been transferred and assigned to Wells Fargo Bank, N.A., by instrument recorded in the aforesaid Probate Office ("Transferee"); and

WHEREAS, in and by said mortgage, the Transferee was authorized and empowered in case of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property before the Courthouse door in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place, and terms of said sale in some newspaper published in said County by publication once a week for three (3) consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the Transferee or any person conducting said sale for the Transferee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the Transferee may bid at the sale and purchase said property if the highest bidder thereof; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said Wells Fargo Bank, N.A. did declare all of the indebtedness secured by said mortgage, subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by



publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of September 16, 2009, September 23, 2009, and September 30, 2009; and

WHEREAS, on October 30, 2009, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly conducted, and Wells Fargo Bank, N.A. did offer for sale and sell at public outcry in front of the Courthouse door in Columbiana, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Aaron Warner was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the said Wells Fargo Bank, N.A. ; and

WHEREAS, Federal Home Loan Mortgage Corporation, was the highest bidder and best bidder in the amount of Ninety-Four Thousand Eight Hundred Twenty-Eight And 14/100 Dollars (\$94,828.14) on the indebtedness secured by said mortgage, the said Wells Fargo Bank, N.A., by and through Aaron Warner as auctioneer conducting said sale and as attorney-in-fact for said Transferee, does hereby grant, bargain, sell and convey unto Federal Home Loan Mortgage Corporation, all of its right, title, and interest in and to the following described property situated in Shelby County, Alabama, to-wit:

Parcel I: Commence at the NW corner of Section 34, Township 19 South, Range 2 East, as the point of beginning. From this beginning point, proceed South along the West boundary of said section for a distance of 255.6 feet to a point on the Northerly side of a paved street. This point being 30 feet from the centerline of said street; thence turn an angle of 56 degrees 16 minutes to the left and proceed Southeasterly along the Northerly side of said street for a distance of 104.1 feet to a point; thence proceed Northeasterly for a distance of 321.2 feet to a point on the North boundary of said section; thence turn an angle of 102 degrees 42 minutes to the left and proceed West along the North boundary of said section for a distance of 158.2 feet to the point of beginning.

Parcel II: Commence at the NW corner of Section 34, Township 19 South, Range 2 East; thence proceed East along the North boundary of said section for a distance of 158.2 feet to the point of beginning. From this beginning point, turn an angle of 102 degrees 42 minutes to the right and proceed Southwesterly for a distance of 321.2 feet to a point on the North side of a paved street; this point being 30 feet from the centerline of said street; thence turn an angle of 68 degrees and 07 minutes and proceed Southeasterly along the Northerly side of said street for a distance of 104.1 feet to a point; thence proceed Northeasterly for a distance of 396.4 feet to a point on the North boundary of said section; thence turn an angle of 109 degrees and 56 minutes to the left and proceed West along the North boundary of said section for a distance of 150 feet to the point of beginning.

Less and except from the above described Parcels I & II the following:
Commencing at the Northwest corner of Section 34, Township 19 South, Range 2 East; thence North 87 degrees 54 minutes 11 seconds East a distance of 182.11

feet: thence South 33 degrees 22 minutes 18 seconds West, a distance of 313.50 feet; thence North 2 degrees 08 minutes 29 seconds West, a distance of 255.33 feet to the point of beginning. Situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto Federal Home Loan Mortgage Corporation its successors/heirs and assigns, forever; subject, however, to the statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws in the State of Alabama; and also subject to all recorded mortgages, encumbrances, recorded or unrecorded easements, liens, taxes, assessments, rights-of-way, and other matters of record in the aforesaid Probate Office.

IN WITNESS WHEREOF, Wells Fargo Bank, N.A., has caused this instrument to be executed by and through Aaron Warner, as auctioneer conducting said sale and as attorney-in-fact for said Transferee, and said Aaron Warner, as said auctioneer and attorney-in-fact for said Transferee, has hereto set his/her hand and seal on this October 30, 2009.

Wells Fargo Bank, N.A.

By: 

Aaron Warner, Auctioneer and Attorney-in-Fact

STATE OF ALABAMA)

COUNTY OF JEFFERSON)



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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Aaron Warner, acting in his/her capacity as auctioneer and attorney-in-fact for Wells Fargo Bank, N.A., 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 the conveyance, he/she, as such auctioneer and attorney-in-fact and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Transferee acting in his/her capacity as auctioneer and Attorney-in-fact for said Transferee.

Given under my hand and official seal on this October 30, 2009.



Notary Public

My Commission Expires. **MY COMMISSION EXPIRES JUNE 24, 2013**

This instrument prepared by:
Ginny Rutledge
SIROTE & PERMUTT, P.C.
P. O. Box 55727
Birmingham, Alabama 35255-5727