

INVESTOR NUMBER: 011-5195321

Wells Fargo Bank, N.A.

MORTGAGOR(S): PHOEBE P. POSTIGLIONE

THIS INSTRUMENT PREPARED BY:

Ginny Rutledge  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
P. O. Box 55727  
Birmingham, AL 35255-5727

STATE OF ALABAMA )

COUNTY OF SHELBY )

**SPECIAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the undersigned Grantor, **Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc.**, does hereby grant, bargain, sell, and convey unto Grantee, **The Secretary of Housing and Urban Development, his Successors and Assigns**, the following described real estate situated in the County of Shelby, State of Alabama, to-wit:

All that certain parcel situated in the County of Shelby, State of Alabama, being known and designed as Unit 101, in Building 1, in The Gables, a condominium located in Shelby County, Alabama, as established by declaration of condominium and by-laws thereto as recorded in Real Volume 10, Page 177 and amended in Real Volume 27, Page 733, Real Volume 50, Page 327 and Real Volume 53, Page 340 and re-recorded in Real 50, Page 942, Real 165, Page 578 and amended in Real 59, Page 19 and further amended by Corporate Volume 30, Page 407, and in Real 96, Page 855 and Real 97, Page 937 and by-laws as shown in Real Volume 27, Page 733 amended in Real Volume 50, Page 325, further amended by Real 189, Page 222, Real 222, Page 691; Real 238, Page 241, Real 269, Page 270, further amended by Eleventh amendment to Declaration of Condominium as recorded in Real 284, Page 181, together with an undivided interest in the common elements, as set forth in the aforesaid mentioned declaration, said unit being more particularly described in the floor plans and architectural drawings to The Gables Condominium as recorded in Map Book 9, Pages 41 thru 44 and amended in Map Book 9, Page 135, Map Book 10, Page 49 and further amended by Map Book 12, Page 50, in the Probate Office of Shelby County Alabama.

TO HAVE AND TO HOLD, the above-described property together with all and singular the tenements, hereditaments, and appurtenances thereupon belonging or in any wise appertaining unto the said Grantee, its successors and assigns, forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED by and between the parties hereto that this conveyance is subject to any outstanding rights of redemption from foreclosure sale, and that this deed contains no warranty except against the acts of the said Grantor, and all persons claiming by, through, or under it.

IN WITNESS WHEREOF, **WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC.**, a corporation, has caused this conveyance to be executed by Stephen G. Collins as

Shareholder of Sirote & Permutt, P.C. pursuant to that certain Limited Power of Attorney attached hereto as Exhibit A and fully incorporated herein. This Special Warranty Deed is executed on the 5 day of February, ~~2009~~ 2010.

**WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC.**

By: Sirote & Permutt, P.C.  
as Attorney-in-Fact for Wells Fargo Bank, N.A., Successor By Merger To Wells Fargo Home Mortgage, Inc.

By: [Signature]  
Its: Shareholder

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Stephen G. Collins, whose name as Shareholder of Sirote & Permutt, P.C., a corporation, 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 the conveyance, he, as shareholder, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as attorney-in-fact as aforesaid.

Given under my hand and official seal this the 5 day of February, ~~2009~~ 2010.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_ MY COMMISSION EXPIRES APRIL 16, 2013

Grantee's Address:  
Secretary of Housing and Urban Development  
c/o Hooks Van Holm  
The Noble Building  
1021 Noble Street, Ste 212-221  
Anniston AL 36201





20100209000039120 3/3 \$18.00  
 Shelby Cnty Judge of Probate, AL  
 02/09/2010 10:04:05 AM FILED/CERT

Exhibit A

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Wells Fargo Bank N.A., has made, constituted and appointed, and by these presents does make, constitute and appoint Jerry E. Held and Stephen G. Collins of the firm of Sirote & Permutt, P.C., 2311 Highland Avenue South, Birmingham, Alabama 35205, individually and not jointly, its true and lawful attorney in fact for, and in its name, place and stead, and for its use and benefit, for every act customarily and reasonably necessary and appropriate for:

The execution, acknowledgment, recording and delivery of Mortgagee's Non Military Affidavit, Notices of Default on Mortgages, and Verifications of Debt wherein the above-named principal is the original or substituted Mortgagee or servicing agent for the Mortgagee, and Deeds to the Secretary of Veterans Affairs, Secretary of Housing and Urban Development, Deeds to Federal National Mortgage Association, and Deeds to Federal Home Loan Mortgage Corporation, to convey properties in which the Mortgage foreclosed secured a loan guaranteed or insured by the department of Veterans Affairs or Department of Housing and Urban Development, and Deeds and assignment of beneficial interest to the investor on mortgage loans in which Wells Fargo Bank N.A. is the Mortgagee of record.

Giving and granting unto said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to accomplish the foregoing as the principal above-named might or could do as if personally present, with full powers of substitution and reservation, hereby confirming and ratifying all that the principal's attorney in fact shall lawfully do or cause to be done by virtue of these presents. The undersigned fully acknowledges and understands that said attorney-in-fact is being granted authority to appoint himself or a business in which he has a pecuniary interest as trustee to conduct foreclosures for Wells Fargo Bank N.A. on a for profit basis and has consulted independent counsel regarding same.

By exercise of this limited power, the attorney(s)-in-fact shall indemnify Wells Fargo Bank N.A. from all claims, demands, suits, penalties or actions, and from all attendant losses, costs and expenses for any claims against, or losses or liability of Wells Fargo Bank N.A. for any cause to the extent the same arise out of, or result from, default in the performance of, or the negligent performance of, or willful misconduct regarding any obligation of the attorney(s)-in-fact under this power.

This limited power of attorney shall be effective from the date of execution hereof until December 31, 2009 or such time as Wells Fargo Bank N.A. or its successor revokes it in writing.

IN WITNESS WHEREOF, Rachael Hendrickson-Browder has hereunto set his/her hand and seal this 27th day of, March, 2006.

Seal

Wells Fargo Bank N.A.

Signed:

Printed name:

Rachael Hendrickson-Browder

Title:

Vice President Loan Documentation

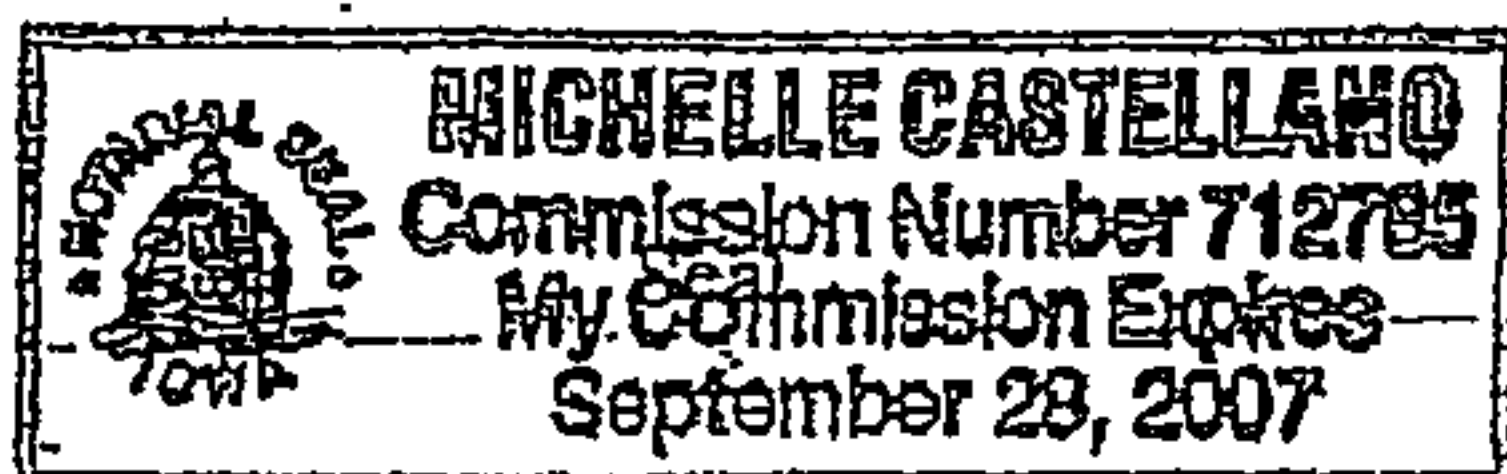
STATE OF IOWA

COUNTY OF POLK

)  
) ss.  
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I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Rachael Hendrickson-Browder whose name as Vice President Loan Documentation of Wells Fargo Bank, N.A., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Subscribed and sworn to before me on this 27th day of March, 2006.



Notary public in and for:  
 My commission expires: