

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

CM #: 149974

STATE OF ALABAMA)

COUNTY OF SHELBY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore, on, to-wit: the 15th day of May, 2007, Mark R. Olson, an unmarried man, executed that certain mortgage on real property hereinafter described to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for AmeriCapital Funding Corp., which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument No. 20070718000336440, said mortgage having subsequently been transferred and assigned to Wells Fargo Bank, N.A., ("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 February 3, 2010, February 10, 2010, and February 17, 2010; and

WHEREAS, on March 9, 2010, 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 Nelson 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, Fannie Mae a/k/a Federal National Mortgage Association, was the highest bidder and best bidder in the amount of Ninety-Two Thousand Three Hundred Sixty-One And 11/100 Dollars (\$92,361.11) on the indebtedness secured by said mortgage, the said Wells Fargo Bank, N.A., by and through Aaron Nelson as auctioneer conducting said sale and as attorney-in-fact for said Transferee, does hereby grant, bargain, sell and convey unto Fannie Mae a/k/a Federal National Mortgage Association, all of its right, title, and interest in and to the following described property situated in Shelby County, Alabama, to-wit:

Unit "D", Building 6, Phase II of Chandalar South Townhouses, located in the SW 1/4 of the SE 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the SE corner of said 1/4-1/4 section; thence in a Northerly direction along the East line of said 1/4-1/4 section, a distance of 980.76 feet; thence 90 degrees left, in a Westerly direction, a distance of 429.03 feet; thence 32 degrees 43 minutes 15 seconds left, in a Southeasterly direction, a distance of 115.2 feet; thence 90 degrees right in a Southwesterly direction a distance of 12.93 feet to the SE corner of said Unit "D" and the point of beginning; thence 101 degrees 42 minutes 15 seconds right, in a Northwesterly direction along the outside face of the Northeasterly wall and wood fence of said Unit "D", a distance of 58.15 feet to the corner of said wood fence; thence 90 degrees left, in a Southwesterly direction along the outside face of a wood fence-that extends across the backs of Units "A", "B", "C" and "D", a distance of 9.4 feet to the SE corner of a storage building; thence 90 degrees right, in a Northwesterly direction along the Northeast outside wall of said storage building, a distance of 4.1 feet to the NE corner of said storage building; thence 90 degrees left, in a Southwesterly direction along the Northwest outside wall of said storage building, a distance of 6.0 feet to the NW corner of said storage building; thence 90 degrees left, in a Southeasterly direction along the Southwest outside wall of said storage building, a distance of 4.1 feet to a point on the outside face of said wood fence that extends across the backs of Units "A", "B", "C" and "D", thence 90 degrees right in a Southwesterly direction along the outside face of said wood fence, a distance of 8.1 feet to the centerline of a wood fence common to Units "C" and "D"; thence 90 degrees left, in a Southeasterly direction along the center line of said wood fence and also the centerline , of a party wall and wood fence common to Units "C" and "D", a distance of 67.7 feet to a point on the outside face of a wood fence that extends across the fronts of Units "A", "B", "C", and "D", thence 90 degrees left, in a Northeasterly direction along the outside face of said wood fence across the front of Unit "D", a distance of 23.5 feet to the corner of said wood fence; thence 90 degrees left, in a Northwesterly direction along the outside face of a wood fence on the Northeast side of Unit "D", a distance of 9.55 feet to the point of beginning, and recorded in Map Book 7, Page 166, in the Probate Office of Shelby County, Alabama.





20100317000077740 3/3 \$19.00
Shelby Cnty Judge of Probate, AL
03/17/2010 11:09:40 AM FILED/CERT

TO HAVE AND TO HOLD the above described property unto Fannie Mae a/k/a Federal National Mortgage Association 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 Nelson, as auctioneer conducting said sale and as attorney-in-fact for said Transferee, and said Aaron Nelson, as said auctioneer and attorney-in-fact for said Transferee, has hereto set his/her hand and seal on this March 9, 2010.

Wells Fargo Bank, N.A.

By: Aaron Nelson
Aaron Nelson, Auctioneer and Attorney-in-Fact

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Aaron Nelson, 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 March 9, 2010.

Heather Merette Jones
Notary Public
My Commission Expires: _____

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

MY COMMISSION EXPIRES JUNE 10, 2012

