

## FORECLOSURE DEED

STATE OF ALABAMA     )  
                                      )  
SHELBY COUNTY         )



20100423000124740 1/4 \$24.00  
Shelby Cnty Judge of Probate, AL  
04/23/2010 03:43:22 PM FILED/CERT

### KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS**, on to-wits, Andress Wooley and husband, Daniel Wooley ("Mortgagors"), executed a certain mortgage ("Mortgage") to Argent Mortgage Company, LLC, said Mortgage being recorded August 15, 2003 in Instrument # 20030815000539040, in the Office of the Judge of Probate of Shelby County, Alabama; and subsequently transferred and assigned to Walter Mortgage Company, said assignments being recorded in Instrument # 20040507000242160 in the Probate Office of Shelby County, Alabama.

**WHEREAS**, default was made in the payment of the indebtedness secured by said Mortgage, and Walter Mortgage Company, as holder, 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 U.S. Mail and by publication in The Shelby County Reporter newspaper published in Shelby County, Alabama, in its issues of March 31, 2010; April 7, 2010 and April 14, 2010.

**WHEREAS**, on April 23, 2010, the day on which the foreclosure sale was due to be held under the terms of said notice between the legal hours of sale, said foreclosure sale was duly and properly conducted, and Walter Mortgage Company did offer for sale and sell at public outcry, in front of the Courthouse door, Shelby County, Alabama, the property hereinafter described; and

**WHEREAS**, the highest and best bid obtained for the property described in the Mortgage was the bid of Walter Mortgage Company in the amount of Forty-One Thousand Six Hundred Ninety-Two and 79/100 (\$41,692.79) Dollars, which sum was offered to be credited on the indebtedness secured by the Mortgage, and said property was thereupon sold to Walter Mortgage Company, as purchaser; and

**WHEREAS**, Richard D. Whitaker conducted said sale on behalf of Walter Mortgage Company as holder; and

**WHEREAS**, the terms of the Mortgage expressly authorized the person conducting said sale to execute to the purchaser at said sale a deed to the property so purchases;

**NOW THEREFORE**, in consideration of the premises and the payment of Forty-One Thousand Six Hundred Ninety-Two and 79/100 (\$41,692.79) Dollars, Mortgagors, by and through Walter Mortgage Company as holder, do grant, bargain, sell and convey unto Walter Mortgage Company the following described real property situated in Shelby County, Alabama to wit:

See attached exhibit "A"

**TO HAVE AND TO HOLD**, the above described property unto Walter Mortgage Company, their heirs and legal representatives; 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.

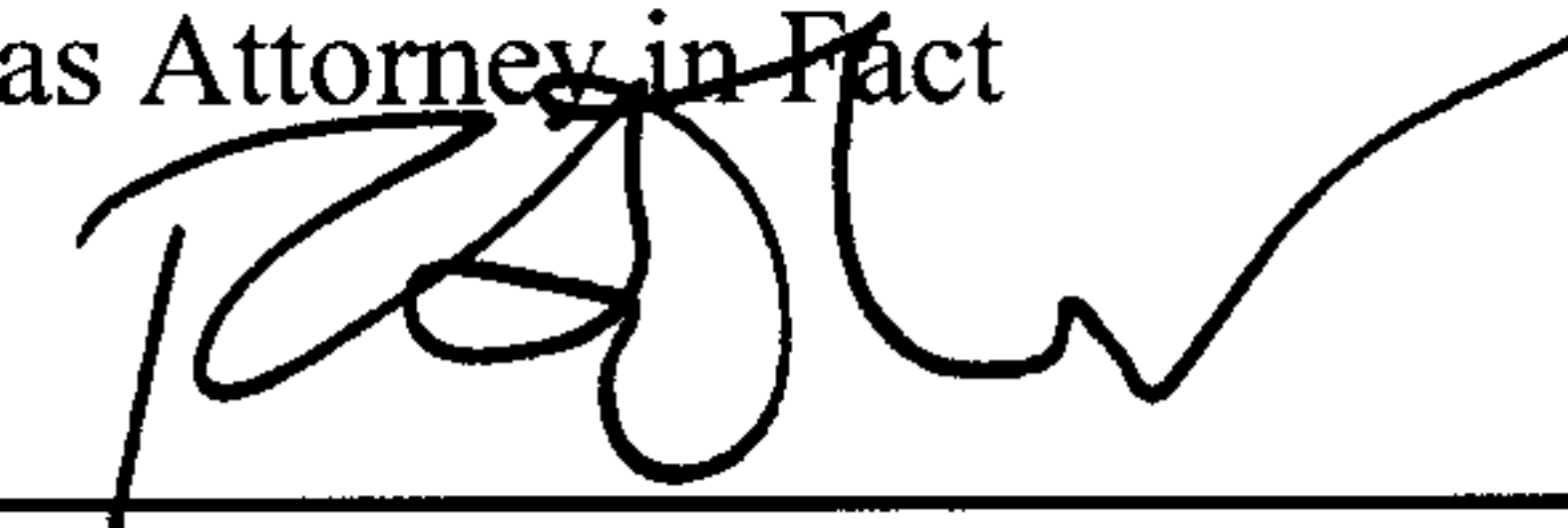
**IN WITNESS WHEREOF**, Walter Mortgage Company, as holder, has caused this instrument to be executed by and through Richard D. Whitaker, as auctioneer conducting said sale for said Mortgagee, and said Richard D. Whitaker, has hereto set his hand and seal on this the 23rd day of April, 2010.

**BY:** Andress Wooley and Daniel Wooley

**BY:** Walter Mortgage Company

**BY:** 

Richard D. Whitaker  
as Attorney in Fact

**BY:** 

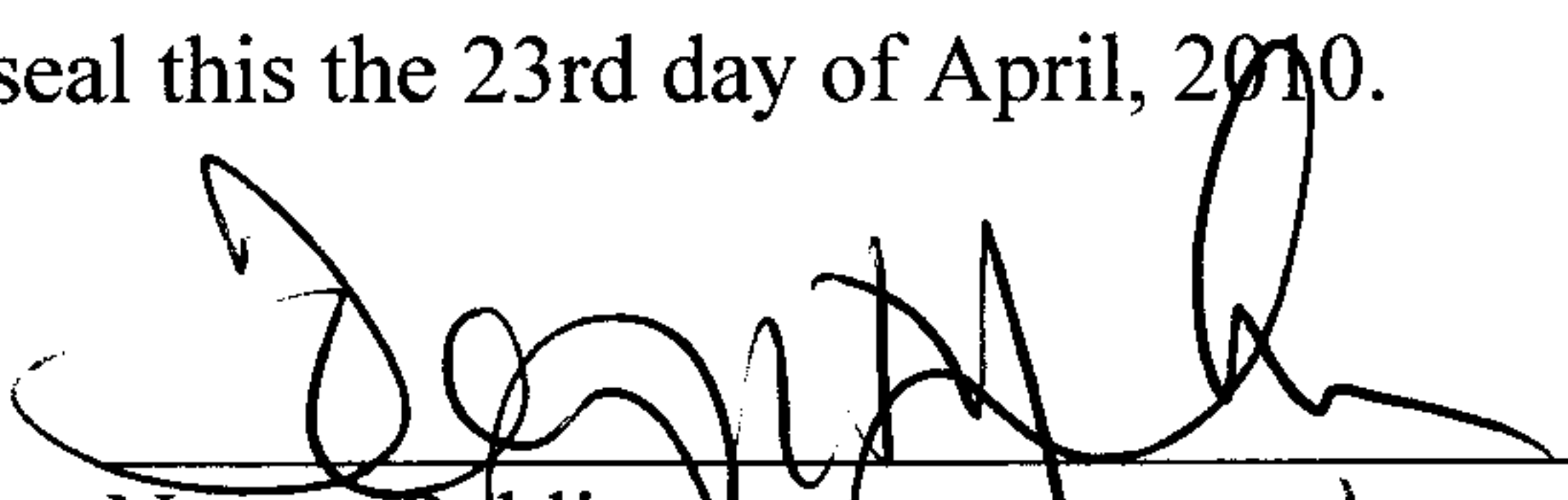
Richard D. Whitaker  
as Auctioneer

STATE OF ALABAMA     )  
                                      )  
SHELBYCOUNTY        )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard D. Whitaker, whose name as auctioneer and attorney in-fact for the Mortgagee, 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 this conveyance, he in his capacity as such auctioneer, executed the same voluntarily on the day the same bears date.


Given under my hand and official seal this the 23rd day of April, 2010.

[Notary Seal}

  
Notary Public  
My Commission Expires 5/22/13


This instrument prepared by:  
Paul K. Lavelle  
YEAROUT, SPINA & LAVELLE, P.C.  
1500 Urban Center Drive, Suite 450  
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(205) 298-1800  
Attorneys for Mortgagee  
Loan # 701001116

Send Tax Notice:  
Walter Mortgage Company  
Po Box 31574  
Tampa, FL 33631

  
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File No.: 3-1271

  
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**Exhibit "A"**  
**Legal Description**

State of Alabama  
Shelby County

A lot or parcel of land situated in the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 2, Township 21 South, Range 3 West, more particularly described as follows:

Commence at the Point of Intersection of the East line of the above said Section 2 and the Easterly right of way line of Old Alabama Highway No. 31 for the Point of Beginning; thence run North along said section line for a distance of 385.0 feet; thence run West for a distance of 175.0 feet, more or less, to a point on said highway right of way; thence run in a Southeasterly direction along said highway to the point of beginning.

Less and except:

A parcel of land situated in the East  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 2, Township 21 South, Range 3 West; being more particularly described as follows: Begin at the Point of Intersection of the East line of said Section 2 and the Northeast right of way line of Old U. S. Highway No. 31, thence North along said East line a distance of 255 feet; thence in a Westerly direction and parallel to the South line of said Section 2 a distance of 133 feet to a point on the Northeasterly right of way line of Old U. S. Highway No. 31; thence in a Southeasterly direction along the said right of way a distance of 288 feet to the Point of Beginning.