

STATE OF ALABAMA :
COUNTY OF SHELBY :

AUCTIONEER'S DEED

WHEREAS, **BENJAMIN GUEVARA**, an unmarried man, executed a mortgage to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), acting solely as nominee for Lender and Lender's successor and assigns, dated October 3rd, 2006, and recorded in Instrument No. 20061013000508170 of the records in the Office of the Judge of Probate, Shelby County, Alabama, which said mortgage was subsequently assigned to COUNTRYWIDE HOME LOANS SERVICING, LP n/k/a BAC HOME LOANS SERVICING, LP, by instrument recorded in Instrument No. 201007260002373⁴⁰ of said Probate Court records.

WHEREAS, in said mortgage the mortgagee was vested with full power and authority, upon the happening of a default in the payment of the principal note described in and secured by said mortgage or any installment of interest thereon, to sell said property hereinafter described at public outcry before the Courthouse door of Shelby County, Alabama, Main Street, Columbiana, Alabama 35051, for cash to the highest bidder, after giving notice of the time, place and terms of sale by an advertisement published once a week for three successive weeks in The Shelby County Reporter, published in the City of Columbiana, Alabama; and

WHEREAS, default was made in the payment of said indebtedness described in and secured by said mortgage; and

WHEREAS, notice of the time, place and purposes of said sale, as required by said mortgage has been given in The Shelby County Reporter, a newspaper published in the City of Columbiana, Alabama, by an advertisement published in the issues of said newspaper on May 13th, 20th, and 27th, 2009; which sale was postponed by publication in the Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, 35051, in its issue of June 17th, 2009; which sale was postponed by publication in the Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, 35051, in its issue of July 22nd, 2009; which sale was postponed by publication in the Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, 35051, in its issue of August 19th, 2009; which sale was postponed by publication in the Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, 35051, in its issue of September 30th, 2009; which sale was postponed by publication in the Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, 35051, in its issue of October 28th, 2009; which sale was postponed by publication in the Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, 35051, in its issue of December 2nd, 2009; which sale was postponed by publication in the Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, 35051, in its issue of December 30th, 2009; which sale was postponed by publication in the Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, 35051, in its issue of January 27th,

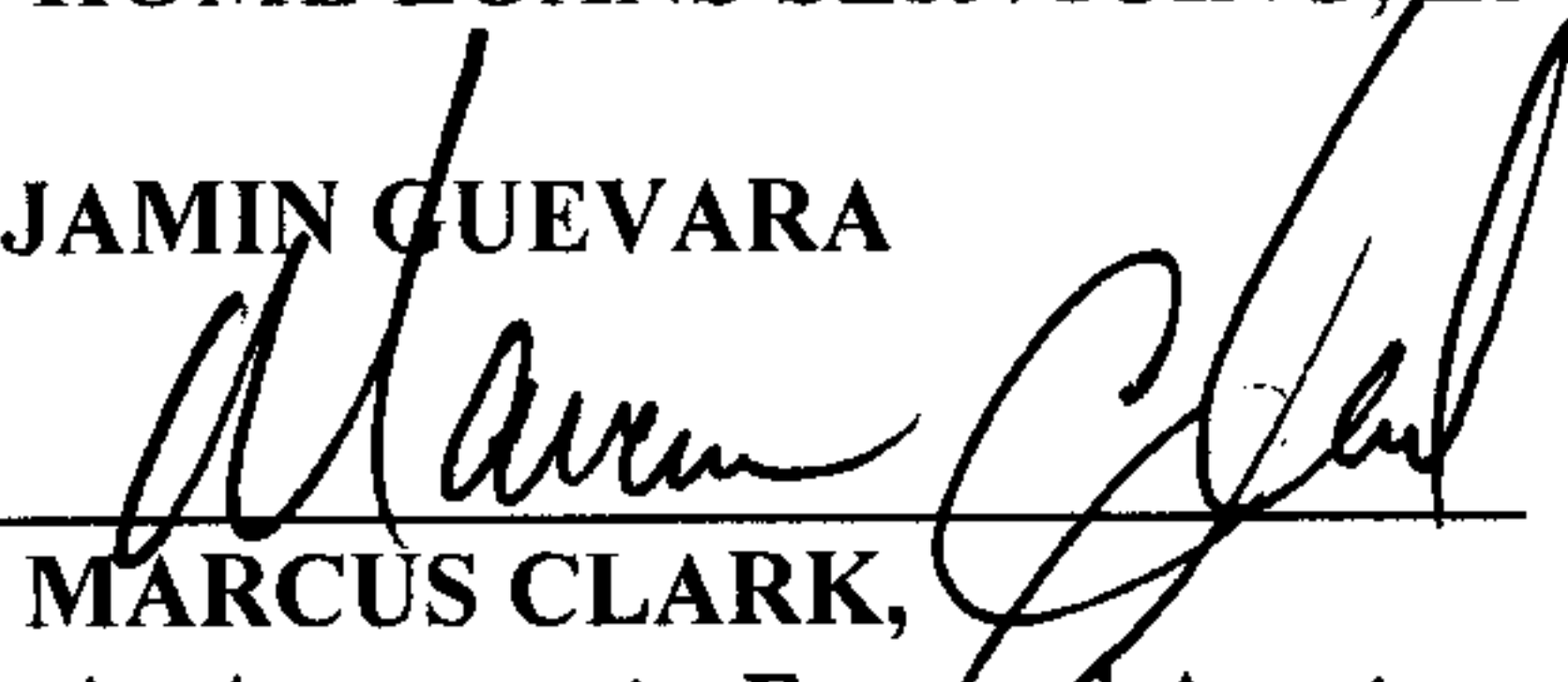
2010; which sale was postponed by publication in the Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, 35051, in its issue of February 24th, 2010; which sale was postponed by publication in the Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, 35051, in its issue of April 28th, 2010; which sale was postponed by publication in the Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama, 35051, in its issue of May 26th, 2010; fixing the time of the sale of said property to be during the legal hours of sale on the 11th day of June, 2010, in front of the Courthouse door, Shelby County, Alabama, and the terms of the sale to be cash; and

WHEREAS, a sale has been made of the said real property hereinafter described during the legal hours of sale on the 11th day of June, 2010, at the front door of the Courthouse in Shelby County, Alabama, in strict conformity with the powers of sale contained in the said mortgage, at which sale FEDERAL NATIONAL MORTGAGE ASSOCIATION was the highest and best bidder and did become the purchaser of the real property hereinafter described for the sum of \$250,029.67 cash in hand paid by said purchaser to Marcus Clark, as auctioneer who conducted the sale on behalf of the owner of said mortgage; the said BAC HOME LOANS SERVICING, LP by and through Marcus Clark, as such auctioneer, and as its attorney-in-fact, and BENJAMIN GUEVARA, by Marcus Clark, as his attorney-in-fact, under and by virtue of the authority contained in said mortgage, do hereby GRANT, BARGAIN, SELL AND CONVEY unto FEDERAL NATIONAL MORTGAGE ASSOCIATION, its successors and assigns, the following described real property situated in the County of Shelby, State of Alabama, to-wit:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 3 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16 GO NORTH 01 DEGREES 40 MINUTES 52 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID 1/4-1/4 SECTION 200 FEET; THENCE NORTH 54 DEGREES 44 MINUTES 55 SECONDS EAST FOR 853.19 FEET TO THE SOUTHWESTERLY BOUNDARY OF BIG OAK DRIVE; THENCE SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID BOUNDARY FOR 195.50 FEET; THENCE SOUTH 48 DEGREES 42 MINUTES 13 SECONDS WEST FOR 830.83 FEET TO THE SOUTH BOUNDARY OF SAID 1/4-1/4 SECTION; THENCE SOUTH 89 DEGREES 41 MINUTES 50 SECONDS WEST ALONG SAID BOUNDARY FOR 200.00 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments, easements and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said FEDERAL NATIONAL MORTGAGE ASSOCIATION, the purchaser at said sale, its successors and assigns, forever.

IN WITNESS WHEREOF, the said BAC HOME LOANS SERVICING, LP, by and through Marcus Clark, as the auctioneer who conducted said sale, and as its attorney-in-fact, and BENJAMIN GUEVARA by Marcus Clark, as his attorney-in-fact, have hereunto set their hands and seals on this the 11th day of June, 2010.

BAC HOME LOANS SERVICING, LP
And
BENJAMIN GUEVARA
BY: 
MARCUS CLARK,
As Attorney-in-Fact and Auctioneer

STATE OF ALABAMA
COUNTY OF Cullman

I, the undersigned Notary Public in and for said State and County, hereby certify that **MARCUS CLARK**, whose name as attorney-in-fact and auctioneer for **BENJAMIN GUEVARA**, and **BAC HOME LOANS SERVICING, LP**, 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, as such auctioneer and attorney-in-fact executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 11th day of June, 2010.

Melody Bain

NOTARY PUBLIC, State at Large

My Commission Expires **MY COMMISSION EXPIRES 07-27-2011**

Grantee's Address:
5401 North Beach Street
Mail Stop: FWTX-35
Fort Worth, TX 76137

This Instrument Was Prepared By:
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