20100923000312520 1/2 $18.00
Shelby Cnty Judge of Probate, AL
09/23/2010 10:17:48 AM FILED/CERT

STATE OF ALABAMA)

COUNTY OF SHELBY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on, to-wit: the 29th day of August, 2005, RALPH E. THOMPSON, JR., and PATRICIA L. THOMPSON, husband and wife, executed a mortgage to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") Solely as nominee for SIRVA MORTGAGE, INC., herein called the Mortgagee, which said mortgage was recorded on September 7, 2005, in Instrument No.: 20050907000461530, in the Office of the Judge of Probate, Shelby County, Alabama, which conveyed the property hereinafter described to secure the indebtedness evidenced by a note, payable in installments, therein described; which mortgage and the indebtedness secured thereby was subsequently assigned to FEDERAL NATIONAL MORTGAGE ASSOCIATION, by assignment dated August 17, 2010, and recorded in Instrument No.: 20100923000312510, of said Probate Court records; and

WHEREAS, the said mortgage provides that if said indebtedness or any part thereof should remain unpaid at maturity, then the whole of indebtedness shall at once become due and payable and said mortgage be subject to foreclosure, and further provides that in the event of any such default the Mortgagee shall have the authority to sell said property before the Courthouse Door in the City of Columbiana, County of Shelby, State of Alabama, at public outcry for cash after first giving notice by publication once a week for three successive weeks of the time, place and terms of said sale in some newspaper of general circulation published in Shelby County, Alabama, and further provides that in the event of any such sale the person conducting such sale shall have power and authority to execute a deed to the purchaser of said property at such sale, and further provides that the Mortgagee or its assigns may bid and become the purchaser at such sale of the property therein; and

WHEREAS, parts of said indebtedness remained unpaid at the respective maturities thereof, and the whole of said indebtedness thereupon became due and payable, and default was made in payment thereof, and said Mortgagee thereafter gave notice by publication in The Shelby County Reporter, a newspaper of general circulation and published in Shelby County, Alabama, on the 11th, 18th, and 25th day of August, 2010, that it would sell the hereinafter described property before the front door of the Shelby County Courthouse at Columbiana, Alabama, at public outcry to the highest bidder for cash, within the legal hours of sale on the 14th day of September, 2010; and

WHEREAS, the said sale was held at the time and place stated in said notice which was published in the said issues of The Shelby County Reporter, and **FEDERAL NATIONAL MORTGAGE ASSOCIATION** became the purchaser of the hereinafter described property at and for the sum of $158,784.06 cash, which was the highest, best, and last bid therefore; and

WHEREAS, the undersigned, JAMES J. ODOM, JR., conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by FEDERAL NATIONAL MORTGAGE ASSOCIATION;

NOW THEREFORE, IN consideration of the premises RALPH E. THOMPSON, JR., and PATRICIA L. THOMPSON, husband and wife, and FEDERAL NATIONAL MORTGAGE ASSOCIATION, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto the said **FEDERAL NATIONAL MORTGAGE ASSOCIATION** the following described real property situated in Shelby County, Alabama, to-wit:

> Lot 3, according to the amended map of Kinsale Garden Homes, 1st Sector, as recorded in Map Book 35, Page 49, in the Office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said **FEDERAL NATIONAL MORTGAGE ASSOCIATION** under and by virtue of the power and authority contained in the aforesaid mortgage. Subject, however, to the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, also subject to prior liens, ad valorem taxes, easements and restrictions of record.

IN WITNESS WHEREOF, the said RALPH E. THOMPSON, JR., and PATRICIA L. THOMPSON, husband and wife, and FEDERAL NATIONAL MORTGAGE ASSOCIATION, have hereunto set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the day and year first above written.

RALPH E. THOMPSON, JR., and PATRICIA L. THOMPSON, husband and wife and FEDERAL NATIONAL MORTGAGE ASSOCIATION

BY: ______________________
James J. Odom, Jr.
As Attorney-in-Fact and Auctioneer

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that JAMES J. ODOM, JR., whose name as attorney-in-fact and auctioneer for RALPH E. THOMPSON, JR., and PATRICIA L. THOMPSON, husband and wife, and FEDERAL NATIONAL MORTGAGE ASSOCIATION, 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 such attorney-in-fact and auctioneer, executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20th day of September, 2010.

Anne P. Marshall
Notary Public
My Commission Expires: 3/12/2011

THIS INSTRUMENT PREPARED BY:
ROBERT J. WERMUTH
STEPHENS, MILLIRONS, HARRISON & GAMMONS, P.C.
P.O. BOX 307
HUNTSVILLE, AL 35804
RJW/snm

Grantees Address:
Fannie Mae
P.O. Box 650043
Dallas, TX 75265-0043