20100927000317230 1/3 \$20.00 Shelby Cnty Judge of Probate, AL 09/27/2010 12:58:22 PM FILED/CERT

SEND TAX NOTICE TO: CitiMortgage, Inc. 1000 Technology Drive O Fallon, MO 63368-2240

CM #:

172812

STATE OF ALABAMA

COUNTY OF SHELBY

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore, on, to-wit: the 2nd day of January, 2008, William M Griffin, a married man., executed that certain mortgage on real property hereinafter described to Mortgage Electronic Registration Systems, Inc., solely as nominee for Superior Bank, which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument No. 20080107000007130, said mortgage having subsequently been transferred and assigned to CitiMortgage, Inc., ("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 CitiMortgage, Inc. 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 July 14, 2010, July 21, 2010, and July 28, 2010; and

WHEREAS, on August 3, 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 CitiMortgage, Inc. 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 as member of AMN Consulting, LLC was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the said CitiMortgage, Inc.; and

WHEREAS, Fannie Mae a/k/a Federal National Mortgage Association, was the highest bidder and best bidder in the amount of Fifty-Six Thousand Seven Hundred And 00/100 Dollars (\$56,700.00) on the indebtedness secured by said mortgage, the said CitiMortgage, Inc., by and through Aaron Nelson as member of AMN Consulting, LLC 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:

Commence at the Southeast corner of the Southeast Quarter of the Northeast Quarter Section 2, Township 24 North, Range 12 East; thence North 3 degrees 45 minutes 14 seconds West and run 201.12 feet; thence South 85 degrees 31 minutes 18 seconds West and run 159.00 feet to the Point of Beginning; thence continue along last described course and along North right of way of County Road No. 25, run 50.0 feet; thence North 3 degrees 45 minutes 14 seconds West and run 595.0 feet; thence North 85 degrees 31 minutes 18 seconds and run 170.0 feet; thence South 3 degrees 45 minutes 14 seconds East and run 100.0 feet; thence South 85 degrees 31 minutes 18 seconds West and run 120.0 feet; thence South 3 degrees 45 minutes 18 seconds East and run 120.0 feet; thence South 3 degrees 45 minutes 18 seconds East and run 495.0 feet to the Point of Beginning.

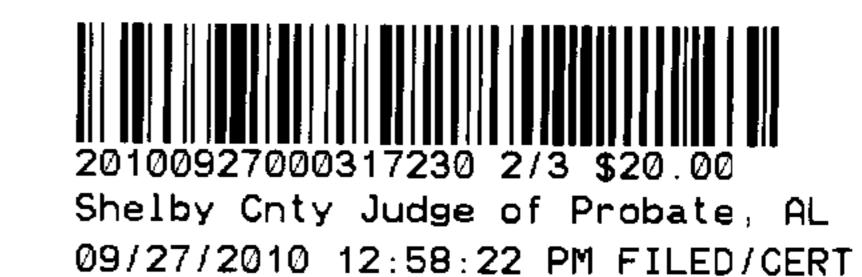
LESS AND EXCEPT:

As shown on the right of way map of the State of Alabama Highway Department as Project No. OLS- 059-025-003 recorded in the Office of the Judge of Probate of Shelby County, Alabama and as shown on the Property Plat attached hereto and made a part hereof: Commence at the Northeast corner of the Southeast Quarter of Northwest Quarter Section 2, Township 24 North, Range 12 East; thence Southerly along the East line of said Southeast Quarter of Northeast Quarter, a distance of 1212 feet, more or less, to the point of beginning of the property herein to be conveyed, said point of beginning being on a line which extends from a point that is 50 feet Northwesterly of and at right angle to the centerline of Project No. OLS-059-025-001 at Station 116+00 to a point that is 45 feet Northwesterly of and at right angle to the centerline of said project at Station 115+00; thence Southwesterly along said line a distance of 15 feet, more or less, to said point that is 45 feet Northwesterly of and at right angle to the centerline of said project at Station 115+00; thence South 86 degrees 32 minutes 49 seconds West, parallel with the centerline of said project a distance of 242 feet, more or less, to the West property line; thence Southerly along said West property line a distance of 19 feet, more or less, to the present Northwest right of way line of Alabama Highway No. 25; thence Northeasterly along said present Northwest right of way line a distance of 256 feet, more or less, to the East line of said Southeast Quarter of Northeast Quarter; thence Northerly along said East line a distance of 20 feet, more or less, to the Point of Beginning,









according to the deed to the State of Alabama Highway Department recorded in Volume 338, Page 245.

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, CitiMortgage, Inc., has caused this instrument to be executed by and through Aaron Nelson as member of AMN Consulting, LLC, as auctioneer conducting said sale and as attorney-in-fact for said Transferee, and said Aaron Nelson as member of AMN Consulting, LLC, as said auctioneer and attorney-in-fact for said Transferee, has hereto set his/her hand and seal on this August 3, 2010.

CitiMortgage, Inc.

By: AMN Consulting, LLC

Its: Auctioneer and Attorney-in-Fact

Aaron Nelson, Member

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, whose name as member of AMN Consulting, LLC acting in its capacity as auctioneer and attorney-in-fact for CitiMortgage, Inc., 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, as such member and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company acting in its capacity as auctioneer and Attorney-in-fact for said Transferee.

Given under my hand and official seal on this August $3\sqrt{2010}$.

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES JUNE 15, 2014

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







