


INVESTOR NUMBER: 011-6446099-703

Wells Fargo Bank, N.A. CM #: 174493

MORTGAGOR(S): KATHY S. WAITS


20110208000044920 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
02/08/2011 11:03:00 AM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Ginny Rutledge
Sirote & Permutt, P.C.
2311 Highland Avenue South
P. O. Box 55727
Birmingham, AL 35255-5727

STATE OF ALABAMA)

COUNTY OF SHELBY)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the undersigned Grantor, **Wells Fargo Bank, N.A.**, does hereby grant, bargain, sell, and convey unto Grantee, **The Secretary of Housing and Urban Development, his Successors and Assigns**, the following described real estate situated in the County of Shelby, State of Alabama, to-wit:

Lot 38, according to the survey of Kingwood Townhomes, Phase One, as recorded in Map Book 9, Page 18, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD, the above-described property together with all and singular the tenements, hereditaments, and appurtenances thereupon belonging or in any wise appertaining unto the said Grantee, its successors and assigns, forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED by and between the parties hereto that this conveyance is subject to any outstanding rights of redemption from foreclosure sale, and that this deed contains no warranty except against the acts of the said Grantor, and all persons claiming by, through, or under it.



IN WITNESS WHEREOF, **WELLS FARGO BANK, N.A.**, has caused this conveyance to be executed by Stephen G. Collins, as Attorney-In-Fact, pursuant to that certain Limited Power of Attorney attached hereto as Exhibit A and fully incorporated herein. This Special Warranty Deed is executed on the 4 day of FEB, 2011.

WELLS FARGO BANK, N.A.


By: _____

Stephen G. Collins

Its: Attorney-In-Fact

STATE OF ALABAMA)

COUNTY OF JEFFERSON)


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I, Derrick P. Hunt, a Notary Public in and for said County in said State, hereby certify that Stephen G. Collins, whose name as Attorney-In-Fact 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 in his capacity as such Attorney-In-Fact, executed the same voluntarily on the day the same bears date.

Given under my hand this the 4 day of FEB, 2011.



Notary Public

My Commission Expires MY COMMISSION EXPIRES AUGUST 20, 2013

Grantee's Address:
Secretary of Housing and Urban Development
c/o Michaelson, Connor & Boul
4400 Will Rogers Parkway
Suite 300
Oklahoma City, OK 73108-183



E-x-h-b-1-A



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LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Wells Fargo Bank N.A., has made, constituted and appointed, and by these presents does make, constitute and appoint **Jerry E. Held, Ginny C. Rutledge, and Stephen G. Collins** of the firm of **Sirote & Permutt, P.C., 2311 Highland Avenue South, Birmingham, Alabama 35205**, individually and not jointly, its true and lawful attorney in fact for, and in its name, place and stead, and for its use and benefit, for every act customarily and reasonably necessary and appropriate for:

The execution, acknowledgment, recording and delivery of Mortgagee's Non Military Affidavit, Notices of Default on Mortgages, and Verifications of Debt wherein the above-named principal is the original or substituted Mortgagee or servicing agent for the Mortgagee, and Deeds to the Secretary of Veterans Affairs, Secretary of Housing and Urban Development, Deeds to Federal National Mortgage Association, and Deeds to Federal Home Loan Mortgage Corporation, to convey properties in which the Mortgage foreclosed secured a loan guaranteed or insured by the department of Veterans Affairs or Department of Housing and Urban Development, and Deeds and assignment of beneficial interest to the investor on mortgage loans in which Wells Fargo Bank N.A. is the Mortgagee of record.

Giving and granting unto said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to accomplish the foregoing as the principal above-named might or could do as if personally present, with full powers of substitution and reservation, hereby confirming and ratifying all that the principal's attorney in fact shall lawfully do or cause to be done by virtue of these presents. The undersigned fully acknowledges and understands that said attorney-in-fact is being granted authority to appoint himself or a business in which he has a pecuniary interest as trustee to conduct foreclosures for Wells Fargo Bank N.A. on a for profit basis and has consulted independent counsel regarding same.

By exercise of this limited power, the attorney(s)-in-fact shall indemnify Wells Fargo Bank N.A. from all claims, demands, suits, penalties or actions, and from all attendant losses, costs and expenses for any claims against, or losses or liability of Wells Fargo Bank N.A. for any cause to the extent the same arise out of, or result from, default in the performance of, or the negligent performance of, or willful misconduct regarding any obligation of the attorney(s)-in-fact under this power.

This limited power of attorney shall be effective from the date of execution hereof until December 31, 2012 or such time as Wells Fargo Bank N.A. or its successor revokes it in writing.

IN WITNESS WHEREOF, Mark Wooton has hereunto set his/her hand and seal this 9th day of November, 2009.

Seal

Wells Fargo Bank N.A.

Signed:

Printed name:

Mark Wooton

Title:

Vice President Loan Documentation

STATE OF IOWA)

) ss.

COUNTY OF DALLAS)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Mark Wooton whose name as Vice President Loan Documentation of Wells Fargo Bank, N.A., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Subscribed and sworn to before me on this 9th day of November, 2009.

Notary public in and for
My commission expires:

Seal