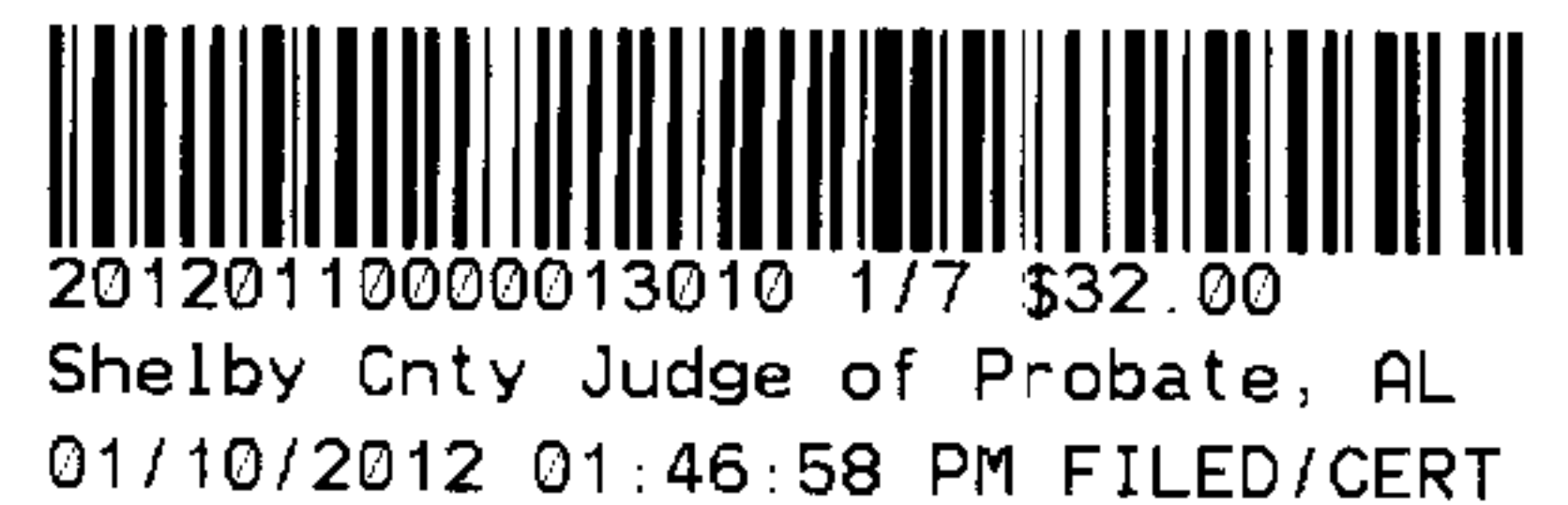


STATE OF ALABAMA

COUNTY OF SHELBY

*****Exhibit "A" Attached***
MORTGAGE FORECLOSURE DEED**



WHEREAS, on the March 7, 2006, **Gustavo Ibanez-Hernandez, Mortgagor(s), and Party of the First Part**, executed a certain mortgage to Banco Popular North America, Incorporated, which said mortgage is recorded in Instrument No. 20070312000110070, in the Office of the Judge of Probate of Shelby County, Alabama. Said Mortgage was transferred and assigned, and the debt thereby secured to **Bayview Loan Servicing, LLC, Party of the Second Part**, by assignment recorded in Instrument No. 20110721000211960 of said records in the Office of the Judge of Probate of Shelby, Alabama; and

WHEREAS, default was made in the payment of the indebtedness so secured by the aforesaid mortgage, and the said Bayview Loan Servicing, LLC as transferee, 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, a newspaper of general interest and circulation published in Shelby County, Alabama in its issues of 11/9/11, 11/16/11 and 11/23/11; and

WHEREAS, on November 29, 2011 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 the person conducting the sale on behalf of the mortgage did offer for sale on behalf of the mortgagee and sell at public outcry, in front of the main entrance of the Courthouse, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid obtained for the property described in the aforementioned mortgage was the bid of **Bayview Loan Servicing, LLC**, as transferee, in the amount of **SEVENTY-FOUR THOUSAND ONE HUNDRED and 00/100 Dollars (\$74,100.00)** which sum was offered to be credited on the indebtedness secured by said mortgage, and said property was thereupon sold to the said Bayview Loan Servicing, LLC; and

WHEREAS, Dennis O. Williamson, Esq. conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by the Party of the Second Part; and

WHEREAS, said mortgage expressly authorizes the person conducting the said sale to execute to the purchaser at said sale a deed to the property so purchased;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT:

For and in consideration of the premises and the credit of **SEVENTY-FOUR THOUSAND ONE HUNDRED and 00/100 Dollars (\$74,100.00)**, on the indebtedness secured by said mortgage, the parties of the First Part and the Parties of the Second Part, 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 **Bayview Loan Servicing, LLC**, and its successors and assigns, the following described real property, situated in Shelby County, Alabama, to wit:

Lot 69, in Block 1, according to the survey of Cahaba Valley Estates, 3rd Sector, as recorded in Map Book 5, Page 107, in the office fo the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD, the above described property unto the said Bayview Loan Servicing, LLC, its successors and assigns forever; subject, however to the statutory right of redemption on the part of those entitled to redeem as proved by the laws of the State of Alabama; also subject to ad valorem taxes, easements and/or restrictions of record, prior liens and/or assessments of record.

IN WITNESS WHEREOF, the said **Gustavo Ibanez-Hernandez, Mortgagors, and Party of the First Part, and Bayview Loan Servicing, LLC, as Party of the Second Part**, have set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the 30th day of December, 2011.

Bayview Loan Servicing, LLC, a Delaware
Limited Liability Company

By: [Signature]
Dennis O. Williamson,
Auctioneer, Agent, and Attorney-in-Fact

Gustavo Ibanez-Hernandez,
Mortgagor(s)

By: [Signature]
Dennis O. Williamson, Attorney-in-Fact

STATE OF ALABAMA)

COUNTY OF Tuscaloosa)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Dennis O. Williamson**, whose name as attorney-in-fact, auctioneer, and agent conducting the mortgage foreclosure sale for **Gustavo Ibanez-Hernandez and Bayview Loan Servicing, LLC**, 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/she, in his/her capacity as such attorney-in-fact, auctioneer, and agent, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of December, 2011.

[Signature]
NOTARY PUBLIC
My Commission Expires: 4/4/2012

THIS INSTRUMENT PREPARED BY:

Dennis O. Williamson
The Callins Law Firm, LLC
101 Marietta Street, Suite 1030
Atlanta, GA 30303
(404) 681-5826



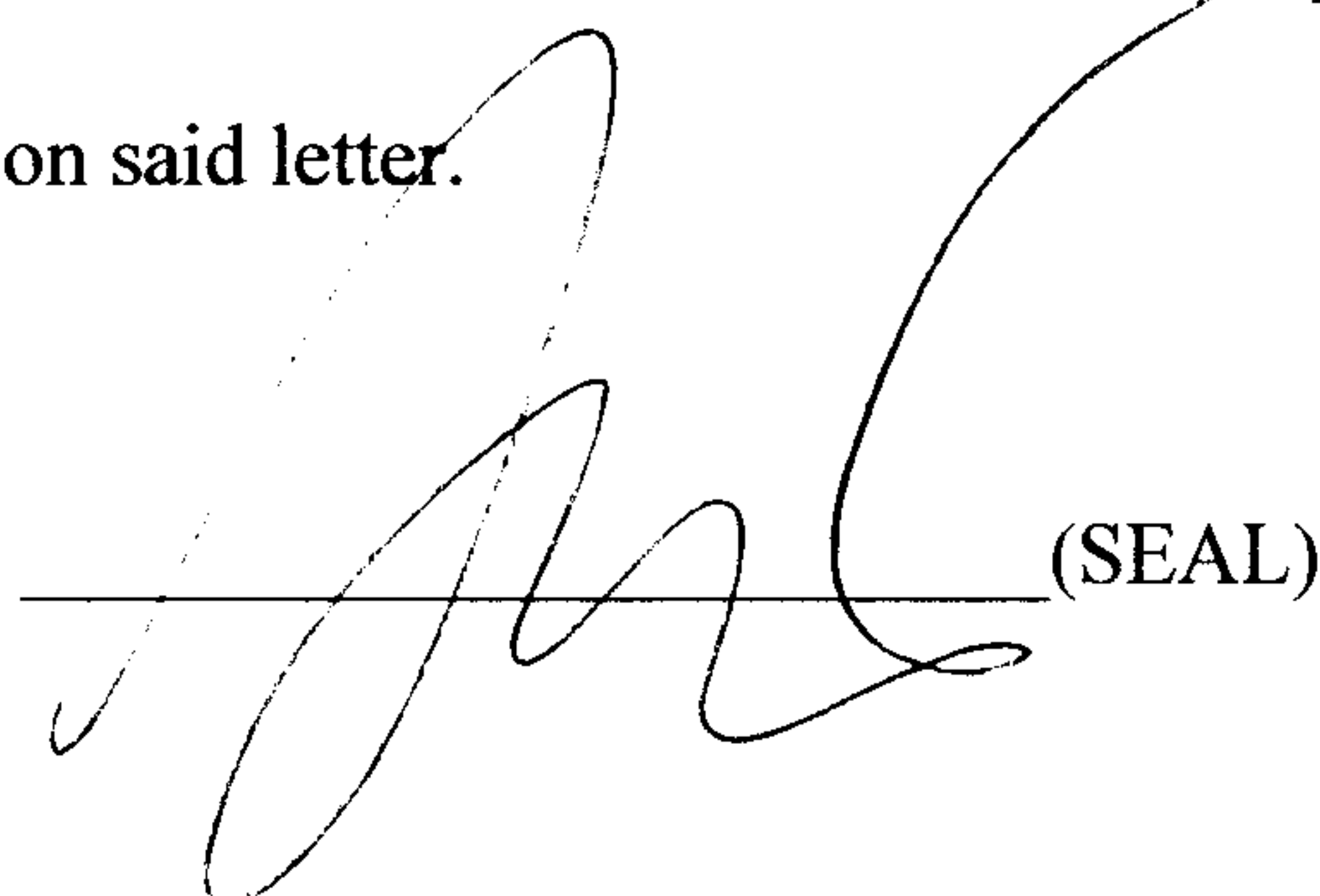
20120110000013010 3/7 \$32.00
Shelby Cnty Judge of Probate, AL
01/10/2012 01:46:58 PM FILED/CERT

File No.: FA11.03.029
Loan No.: 4888833

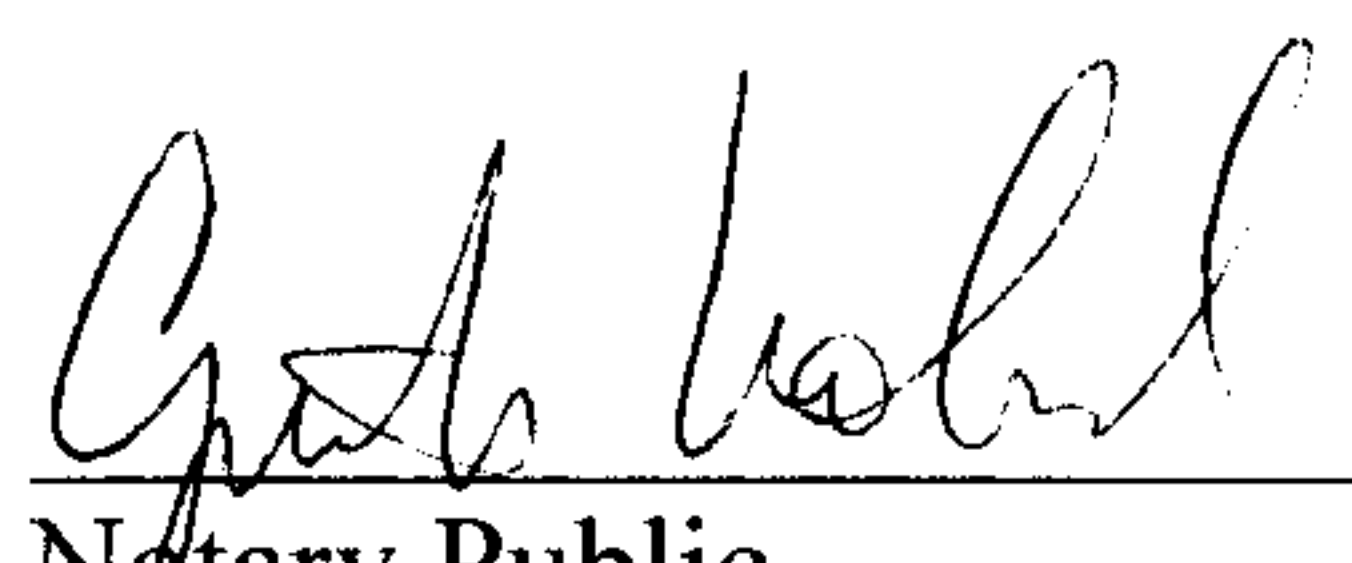
**ATTACHMENT TO FORECLOSURE DEED
AFFIDAVIT CONCERNING FORECLOSURE NOTICE**

STATE OF Alabama
COUNTY OF Tuscaloosa

BEFORE ME, THE UNDERSIGNED attesting authority in and for said state and county, came the undersigned Deponent, who being duly sworn, deposes and says on oath that this Affidavit relates to the foreclosure of the property referred to in the letter attached hereto marked as Exhibit A. Deponent further states on oath that the letter attached hereto designated at Exhibit A was sent to the Chief, Special Procedure Section, District Director of the Internal Revenue Service, and that the receipt of said notification letter was acknowledged by same as indicated on said letter.


(SEAL)

Sworn to and subscribed
Before me this 3rd day
of December, 2011.



Notary Public

My commission expires: 4/4/2012

[NOTARY SEAL]



20120110000013010 4/7 \$32.00
Shelby Cnty Judge of Probate, AL
01/10/2012 01:46:58 PM FILED/CERT

THE CALLINS LAW FIRM, LLC

ATTORNEYS AT LAW
101 MARIETTA STREET, SUITE 1030
ATLANTA, GEORGIA 30303
TELEPHONE 404-681-5826
FAXSMILE 866-299-4338

October 24, 2011

Copy
VIA OVERNIGHT DELIVERY

Internal Revenue Service
1555 Poydras St., Sue 220, Stop 65
New Orleans, LA 70112

RE: File No.: FA11.03.029
Lender's Loan No.: 488833
Name Per Client: Gustavo Ibanez-Hernandez
Social Security Number
Property Address: 977 Ryecroft Road
Pelham, AL 35124

Internal Revenue Service
SBSE-Technical Services
Gulf States - Advisory

OCT 25 2011

Technical Territory Area 5 Gulf
New Orleans, LA

Dear Sir or Ma'am:

I am writing to advise you that Bayview Loan Servicing, LLC has instituted foreclosure proceedings against the above-referenced property. The sale is scheduled to take place on November 29, 2011. Enclosed is a copy of the Notice of Foreclosure, which is being published in the Shelby County Reporter in the Shelby County legal newspaper. The recording information for the Security Deed and subsequent assignments, as well as the terms of sale and additional information, can be found in this notice.

The title search of the Shelby County records indicates that a federal tax lien(s) has/have been filed against certain parties thought to be the owners of the subject property. As required, we have attached a copy of the specific federal tax lien(s) found. We are not certain that the parties named in the federal tax lien are the same as the above-referenced borrower(s), or other predecessors in title.

Gustavo Ibanez-Hernandez 

The unpaid principal balance of the loan against the above-referenced property is approximately \$153,004.31. Interest through the sale date is approximately \$14,795.03. Costs associated with the sale should be approximately \$819.64 and the attorney fees will range from \$550.00 to the maximum allowable by Alabama law.

If you should have any questions about this matter, please do not hesitate to contact this office.

Sincerely,

The Callins Law Firm, LLC


Felecia Brooks

Form 668 (Y)(c)

(Rev. February 2004)

3623

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:

SMALL BUSINESS/SELF EMPLOYED AREA #5

Lien Unit Phone: (800) 829-3903

Serial Number

520251309

For Optional Use by Recording Office

20090309000084010 1/1 \$28.00
Shelby Cnty Judge of Probate, AL
03/09/2009 12:03:03PM FILED/CERT20120110000013010 5/7 \$32.00
Shelby Cnty Judge of Probate, AL
01/10/2012 01:46:58 PM FILED/CERT

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer GUSTAVO F IBANEZ

Residence

977 RYECROFT RD
PELHAM, AL 35124-1547

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2004	XXX-XX-	02/19/2007	03/21/2017	2141.83
1040	12/31/2005	XXX-XX-	02/19/2007	03/21/2017	15200.02
Place of Filing					
Judge of Probate Shelby County Columbiana, AL 35051					
Total					\$ 17341.85

This notice was prepared and signed at NASHVILLE, TN, on this,the 25th day of February, 2009.

Signature

for THERESA HARLEY

Title
ACS


(800) 829-3903

25-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Form 668 (Y)(c) (Rev. 2-2004)

NOTICE OF FORECLOSURE


20120110000013010 6/7 \$32.00
Shelby Cnty Judge of Probate, AL
01/10/2012 01:46:58 PM FILED/CERT

ALABAMA, SHELBY COUNTY

Default having been made in the payment of the indebtedness secured by that certain mortgage executed by Gustavo Ibanez-Hernandez, a single person, to Banco Popular North America, on the 7th day of March 2006, said mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument 20070312000110070; Shelby County, Alabama Records, said Security Deed having been given to secure a Note of even date in the original principal amount of ONE HUNDRED FIFTY SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$156,750.00) with interest thereon as provided for therein, said mortgage having subsequently been transferred and assigned to Bayview Loan Servicing, LLC, as Mortgagee/Transferee, under and by virtue of the power of sale contained in said mortgage, will sell at public outcry to the highest bidder for cash, in front of the main entrance of the Courthouse at Columbiana, Shelby County, Alabama, November 29, 2011, during the legal hours of sale, all of its right, title, and interest in and to the following described real estate, situated in Shelby County, Alabama, to-wit:

LOT 69, IN BLOCK 1, ACCORDING TO THE SURVEY OF CAHABA VALLEY ESTATES, 3RD SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 107, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

The indebtedness secured by said Mortgage has been and is hereby declared due because of default under the terms of said Mortgage, including but not limited to the nonpayment of the indebtedness as and when due. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorney's fees and all other payments provided for under the terms of the Mortgage.

Said property will be sold subject to the following items which may affect the title to said property: all zoning ordinances; matters which would be disclosed by an accurate survey or by an inspection of the property; any outstanding taxes, including but not limited to ad valorem taxes, which constitute liens upon said property; special assessments; all outstanding bills for public utilities which constitute liens upon said property; all restrictive covenants, easements, rights-of-way and any other matters of record superior to said Mortgage. This property will be sold without warranty or recourse, expressed or implied as to title, use and/or enjoyment and will be sold subject to the right of redemption of all parties entitled thereto. To the best knowledge and belief of the undersigned, the party in possession of the property is Gustavo Ibanez-Hernandez or a tenant or tenants, and said property is more commonly known as **977 Ryecroft Road, Pelham, Alabama 35124**.

The Mortgagee/Transferee reserves the right to bid for and purchase the real estate and to credit its purchase price against the expenses of sale and the indebtedness secured by the real estate.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed.


**Bayview Loan Servicing, LLC, Mortgage/Transferee
as Attorney in Fact for
Gustavo Ibanez-Hernandez**

Contact: Dionna Squires John
THE CALLINS LAW FIRM, LLC
101 Marietta Street, Suite 1030
Atlanta, GA 30303
(404) 681-5826

File No. FA11.03.029

Ad Run Dates: 11/9/11, 11/16/11 and 11/23/11

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.



20120110000013010 7/7 \$32.00
Shelby Cnty Judge of Probate, AL
01/10/2012 01:46:58 PM FILED/CERT