Send Tax Notice To:

Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. c/o Wells Fargo Bank, N. A. 2324 Overland Avenue MAC#B6955-01C

Billings, MT 59102

STATE OF ALABAMA

COUNTY OF SHELBY

When Recorded Return to:

John J. Keeling, Esq. Morris|Hardwick|Schneider, LLC 2718 20th Street South, Suite 210 Birmingham, AL 35209

> Shelby Cnty Judge of Probate, AL 10/19/2012 02:40:55 PM FILED/CERT

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, heretofore, on, to-wit: the 20th day of June, 2007, Joseph Mote, a married person, joined by his wife, Samantha Denise Mote, executed that certain mortgage on real property hereinafter described to Elite Home Mortgage, LLC, which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 20070626000299460, said mortgage having subsequently been transferred and assigned to Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. ("Transferee"), by instrument executed on March 25, 2008 and recorded on April 14, 2008 as Instrument Number 20080414000151680, in the aforesaid Probate Office; 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 the 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 Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, 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 August 15, 2012,

August 22, 2012, August 29, 2012; and

WHEREAS, on September 11, 2012, 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 Wells

Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, 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, James A. Smith was the agent and the person conducting the sale for said Wells

Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc.; and

WHEREAS, Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc.,

was the highest bidder and best bidder in the amount of One Hundred Forty Thousand Two Hundred

Forty-Three and 26/100 Dollars (\$140,243.26) on the indebtedness secured by said mortgage, the said

Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc., by and through John J.

Keeling as attorney for said Transferee, does hereby convey unto Wells Fargo Bank, N.A. successor by

merger to Wells Fargo Home Mortgage, Inc. all of its right, title, and interest in and to the following

described property situated in Shelby County, Alabama, to-wit:

Lot 10, according to the amended map of Savannah Pointe Sector IX, as recorded in Map Book 37, Page

51 A and B, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto Wells Fargo Bank, N.A. successor

by merger to Wells Fargo Home Mortgage, Inc. its successors/heirs and assigns, forever; subject, however,

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ALFC_Foreclosure Deed

20121019000403190 2/4 \$26.00 Shelby Cnty Judge of Probate, AL 10/19/2012 02:40:55 PM FILED/CERT to the statutory rights of redemption from said foreclosure sale on part of the entitled to redeem as provided by the laws in the State of Alabama; and also subject to encumbrances, recorded or unrecorded easements, liens, taxes, assessments, right-of-way, and other matters of record in the aforesaid Probate Office.

IN WITNESS WHEREOF, Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. has caused this indenture to be executed by and through John J. Keeling, as attorney for said Transferee, and said John J. Keeling, as attorney for said Transferee, has hereto set his/her hand and seal on this the 10th day of 0ctol-/

> Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc.

By:

John J. Keeling, Attorney for Fransferee

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John J. Keeling whose name as Attorney for Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc.., 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/she as such Attorney for Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Transferee.

Given under my hand and seal of office this 10 day of 00000, 200

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: June 15, 2016 BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:

John J. Keeling, Esq.

Morris|Hardwick|Schneider, LLC, 2718 20th Street South, Suite 210, Birmingham, AL 35209

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ALFC Foreclosure Deed

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Real Estate Sales Validation Form This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1 Grantor's Name Grantee's Name Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Mailing Address Mailing Address Inc. c/o Wells Fargo Bank, N. A. Savannah Lane 2324 Overland Avenue MAC#B6955-01C Billings, MT 59102 Date of Sale Property Address Savannah Lane Total Purchase Price \$ or Actual Value Shelby Cnty Judge of Probate, AL Assessor's Market Value \$ 10/19/2012 02:40:55 PM FILED/CERT The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required) Bill of Sale Appraisal, Foreclosure bid ambuint Sales Contract Closing Statement If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required. Instructions Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address. Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed. Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed. Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record. Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value. If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h). attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Unattested

(verified by)

Form RT-1

(Grantor/Grantee/Owner/Agent) circle one