

STATE OF ALABAMA)

COUNTY OF SHELBY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on December 20, 2004, to-wit: Antwan J. Moore and Andrea M. Moore, husband and wife, executed a mortgage to Mortgage Electronic Registration Systems, Inc. solely as nominee for First Federal Bank, FSB. its successors and assigns, herein called the Mortgagee, which said mortgage was recorded on December 23, 2004, in Instrument Number 20041223000700180, Probate Records of Shelby County, Alabama, which conveyed the property hereinafter described to secure the indebtedness evidenced by a note, payable in installments, therein described; which said mortgage was subsequently assigned to CitiMortgage, Inc., by assignment recorded June 25, 2012, and recorded in Instrument Number 20120625000224180, Probate Records of Shelby County, Alabama; 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 or its assigns 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 thereafter notice was published in The Shelby County Reporter, a newspaper of general circulation and published in Shelby County, Alabama, on October 17, 2012, October 24, 2012, and October 31, 2012, that the hereinafter described property would be sold at the Shelby County Courthouse at Columbiana, Alabama, at public outcry to the highest bidder for cash, within the legal hours of sale on December 11, 2012, and


WHEREAS, the said sale was held at the time and place stated in said notice, in strict conformity with the powers of sale contained in the said mortgage, at which sale **CitiMortgage, Inc.**, became the purchaser of the hereinafter described property at and for the sum of \$156,851.53, 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 CitiMortgage, Inc.;

NOW THEREFORE, IN consideration of the premises Antwan J. Moore and Andrea M. Moore, husband and wife, and CitiMortgage, Inc., 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 **CitiMortgage, Inc.**, the following described real property situated in Shelby County, Alabama, at 1615 Keeneland Drive, Helena, AL 35080, but in the event of a discrepancy, the legal description shall control to-wit:

Lot 43, according to the Dearing Downs 6th Addition, Phase II, Final Plat as recorded in Map Book 11, Page 80, in the Probate office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto **CitiMortgage, Inc.**, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said **CitiMortgage, Inc.**, 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.


20121221000487940 1/3 \$23.00
Shelby Cnty Judge of Probate, AL
12/21/2012 10:36:01 AM FILED/CERT

IN WITNESS WHEREOF, the said Antwan J. Moore and Andrea M. Moore, husband and wife, and CitiMortgage, Inc., 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.

Antwan J. Moore and Andrea M. Moore, husband and wife, and CitiMortgage, Inc.

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 Antwan J. Moore and Andrea M. Moore, husband and wife, and CitiMortgage, 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-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 18th day of December, 2012.

Aune P. Marshall

Notary Public

My Commission Expires: 3/7/15

THIS INSTRUMENT PREPARED BY:

ROBERT J. WERMUTH/anp

Stephens Millirons, P.C.

P.O. Box 307

Huntsville, Alabama 35804

Grantees Address:

CitiMortgage, Inc.

1000 Technology Drive

MS 387

O'Fallon, MO 63368

Grantors Address:

Antwan J. Moore

Andrea M. Moore

1615 Keeneland Drive

Helena, AL 35080



20121221000487940 2/3 \$23.00
Shelby Cnty Judge of Probate, AL
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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 Antwan J. Moore
Mailing Address Andrea M. Moore
1615 Keeneland Drive
Helena, AL 35080

Grantee's Name CitiMortgage, Inc.
Mailing Address 1000 Technology Drive
MS 387
O'Fallon, MO 63368

Property Address 1615 Keeneland Drive
Helena, AL 35080

Date of Sale 12/11/2012
Total Purchase Price \$ 156,851.53
or
Actual Value \$
or
Assessor's Market Value \$

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
☐ Sales Contract ☒ Other - Bid at foreclosure sale - \$156,851.53
☐ 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).

I 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).

Date 12/13/12

Print Robert J. Wernuth

Unattested

Sign [Signature]

Verified by)

(Grantor/Grantee/Owner/Agent) circle one



20121221000487940 3/3 \$23.00
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Print Form

Form RT-1