

## AUCTIONEER'S DEED

STATE OF ALABAMA  
COUNTY OF SHELBY

WHEREAS, RANDY L. BRITT a/k/a R. LUKE BRITT and BONNIE M. BRITT, Husband and Wife executed a mortgage to Mortgage Electronic Registration Systems, Inc. (MERS) acting solely as nominee for Lender, Hamilton Mortgage Corporation, and Lender's Successors and Assigns on the 23rd day of May, 2007 on that certain real property hereinafter described, which mortgage is recorded in Instrument No. 20070606000263000, of the records in the Office of the Judge of Probate, Shelby County, Alabama; which said mortgage was subsequently assigned to Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP by instrument recorded in Instrument No. 20120321000097190 of said Probate Court records; and

WHEREAS, in said mortgage the mortgagee was vested with full power and authority, upon the happening of a default in the payment of the principal note described in and secured by said mortgage or any installment of interest thereon, to sell said property hereinafter described at public outcry before the Courthouse door in the City of Columbiana, County of Shelby, Alabama, for cash to the highest bidder, after giving notice of the time, place and terms of sale by an advertisement published once a week for three successive weeks in a newspaper published in the City of Columbiana, Alabama; and

WHEREAS, default was made in the payment of said indebtedness described in and secured by said mortgage; and

WHEREAS, notice of the time, place and purposes of said sale, as required by said mortgage has been given in The Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Alabama, by an advertisement published in the issues of said newspaper on September 26th, October 3rd and October 10th, 2012,; fixing the time of the sale of said property to be during the legal hours of sale on the 23rd day of October, 2012; which said was postponed by publication in The Shelby County Reporter, a newspaper of general circulation published in the City of Columbiana, Shelby County, Alabama; in its issue of November 21st, 2012; fixing the time of the sale of said property to be during the legal hours of sale on the 28th day of December, 2012, and the place of same at the front door of the Courthouse of Shelby County, in the City of Columbiana, Alabama, and the terms of the sale to be cash; and

WHEREAS, a sale has been made of the said real property hereinafter described during the legal hours of sale on the 28th day of December, 2012, at the front door of the Courthouse of Shelby County, Alabama, in strict conformity with the powers of sale contained in the said mortgage, at which sale **FEDERAL NATIONAL MORTGAGE ASSOCIATION** was the highest and best bidder and did become the purchaser of the real property hereinafter described for a credit bid of **\$245,030.88**. The said Bank of America, N.A., by and through Edie S. Pickett as auctioneer, and as its attorney-in-fact, and Randy L. Britt a/k/a R. Luke Britt and Bonnie M. Britt by Edie S. Pickett, as auctioneer under and by virtue of the authority contained in said mortgage, do hereby GRANT, BARGAIN, SELL AND CONVEY unto **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, its successors and assigns, the following described real property situated in the County of Shelby, State of Alabama, to-wit:

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 8, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: Commence at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 8, Township 20 South, Range 1 West, Shelby County, Alabama, thence East along the North Quarter-Quarter line 410.5 feet to the centerline of Shelby County Road # 69; thence turn right 74 degrees 21 minutes along said centerline for 524.4 feet; thence turn right 65 degrees 21 minutes for 44.0 feet to the point of beginning; thence continue along line for 225.7 feet; thence left 65 degrees 21 minutes for 193.00 feet; thence turn left 114 degrees 39 minutes for 225.7 feet to the West right of way line of Road # 69; thence turn left 65 degrees 21



minutes for 193.00 feet to the point of beginning; being situated in Shelby County, Alabama.

**PROPERTY ADDRESS:** (for informational purposes only) 546 Hwy 69, Chelsea, Alabama 35043

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments, easements and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, the purchaser at said sale, its successors and assigns, forever; subject, however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, and any and all ad valorem taxes due or assessed.

**IN WITNESS WHEREOF**, the said Bank of America, N.A., and Randy L. Britt a/k/a R. Luke Britt and Bonnie M. Britt, have hereunto set their hands and seals by their said attorney-in-fact and auctioneer at said sale as of the 28th day of December, 2012.

BANK OF AMERICA, N.A. and  
RANDY L. BRITT A/K/A R. LUKE BRITT and  
BONNIE M. BRITT

BY: Edie S. Pickett  
Edie S. Pickett  
As Attorney-in-Fact and Auctioneer

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned Notary Public in and for said State and County, hereby certify that Edie S. Pickett, whose name as attorney-in-fact and auctioneer for Bank of America, N.A., and Randy L. Britt a/k/a R. Luke Britt and Bonnie M. Britt 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, she, as such attorney-in-fact and auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 14<sup>th</sup> day of January, 2013.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 18, 2018  
BONDED THRU NOTARY PUBLIC UNDERWRITERS


**GRANTEE'S ADDRESS:**

FEDERAL NATIONAL MORTGAGE ASSOCIATION  
14221 Dallas Parkway, Ste. 1000  
Dallas, TX 75254

**GRANTOR'S ADDRESS:**

Randy L. Britt a/k/a R. Luke Britt and Bonnie M. Britt  
546 Hwy 69  
Chelsea, Alabama 35043

This instrument prepared by:  
William S. McFadden  
McFADDEN, LYON & ROUSE, L.L.C.  
718 Downtowner Boulevard  
Mobile, Alabama 36609  
(251) 342-9172

  
20130129000038560 2/5 \$32.00  
Shelby Cnty Judge of Probate, AL  
01/29/2013 01:15:53 PM FILED/CERT

MCFADDEN, LYON & ROUSE, L.L.C.  
ATTORNEYS AND COUNSELLORS AT LAW  
718 DOWNTOWNER BOULEVARD  
MOBILE, ALABAMA 36609-5499

STOVA F. MCFADDEN  
WILLIAM M. LYON, JR.  
BETH MCFADDEN ROUSE  
WILLIAM S. MCFADDEN  
THOMAS H. BENTON, JR.  
JOHN T. BENDER

TELEPHONE: (251) 342-9172  
FACSIMILE: (251) 342-9457

October 29, 2012

Internal Revenue Service  
SBSE-Technical Services  
Gulf States - Advisory

NOV 05 2012

Technical Territory Area 5 Coll  
New Orleans, LA

Internal Revenue Service  
Attn: Wallace Schneidau  
1555 Poydras Street, Ste 220  
Mail Stop 65  
New Orleans, LA 70112

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

RE: Bank of America, N.A. as successor by merger to BAC Home Loans  
Servicing, LP FKA Countrywide Home Loans Servicing, LP v. Randy L. Britt  
and Bonnie M. Britt

**\*NOTICE OF POSTPONEMENT – 10/23/12 SALE POSTPONED,  
FORECLOSURE SALE NOW SET FOR 12/28/12.\***

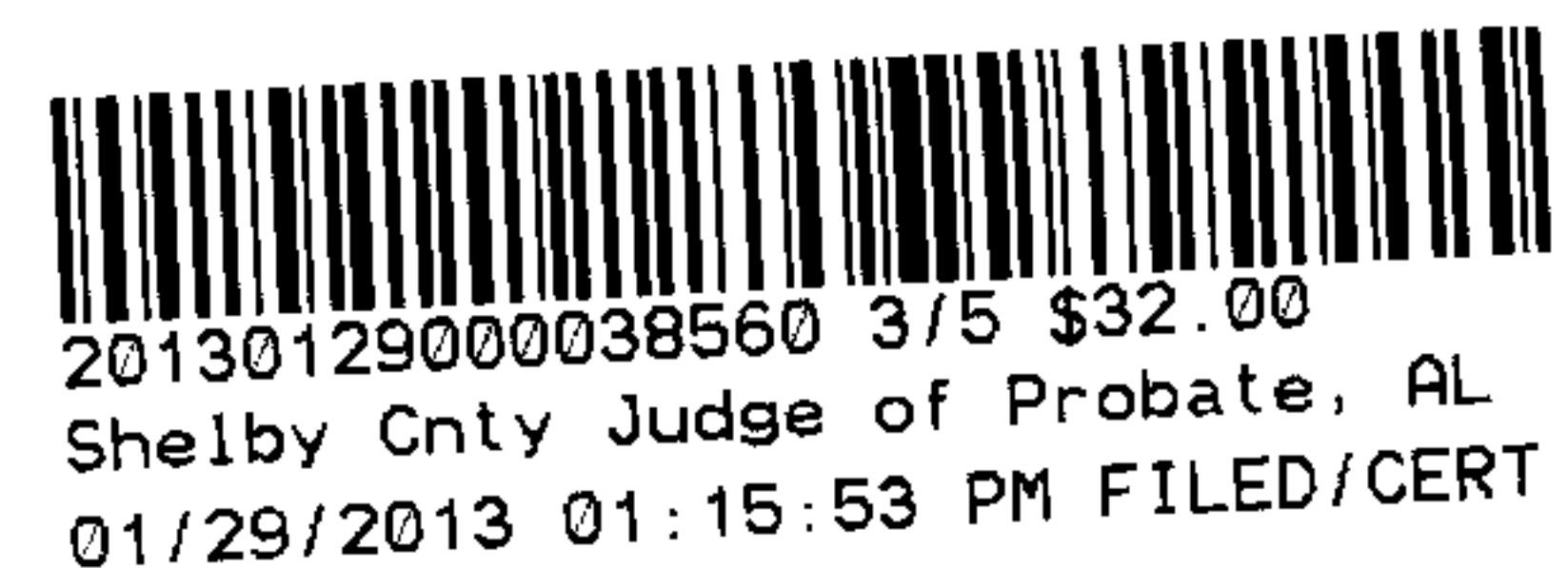
Gentlemen:

Notice is given pursuant to Section 7425(c)(1) of the Internal Revenue Code of the intended foreclosure of a mortgage executed by Bank of America, N.A. as successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP to Randy L. Britt and Bonnie M. Britt dated May 23, 2007 and recorded in Instrument No. 20070606000263000 of the records in the Office of the Judge of Probate, Shelby County, Alabama.

Our title search reveals a federal tax lien styled as follows: IRS v. Randy Luke Britt and Bonnie McLemore in the sum of \$9,058.93 dated November 23, 2011 and recorded in Instrument Number 20111202000364710, Page of the Shelby County Probate Court records. A copy of said tax lien is enclosed.

Said mortgage covers a lot and residence within the City of Chelsea, and County of Shelby, Alabama, property address: 546 Highway 69, Chelsea, AL 35043, and more particularly described as follows:

**A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 8, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows:  
Commence at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 8, Township 20 South, Range 1 West, Shelby County, Alabama, thence East along the North Quarter-Quarter line 410.5 feet to the centerline of Shelby County Road # 69; thence turn right 74 degrees 21 minutes along said centerline for 524.4 feet; thence turn right 65 degrees 21 minutes for 44.0 feet to the point of beginning; thence continue along line for 225.7 feet; thence left 65 degrees 21 minutes for 193.00 feet; thence turn left 114 degrees**





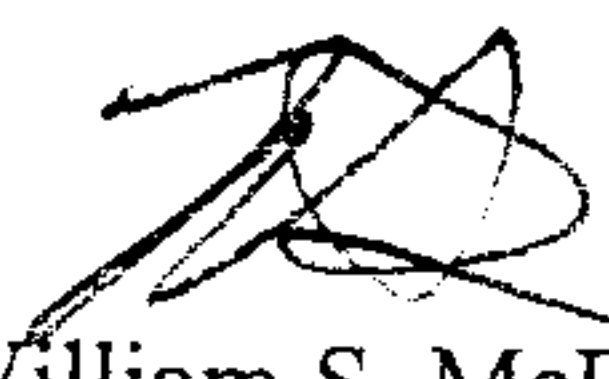
**39 minutes for 225.7 feet to the West right of way line of Road # 69; thence turn left 65 degrees 21 minutes for 193.00 feet to the point of beginning; being situated in Shelby County, Alabama.**

The approximate amount of the principal obligation is \$235,868.86, plus interest. In addition, there will be due at the time of the sale an attorney's fee of approximately \$600.00, the newspaper advertisement expenses of approximately \$325.00 and the title report expense of \$225.00, all of which will be chargeable against the sales proceeds. The payments due on the mortgage are delinquent from April 1, 2011.

The foreclosure sale set during the legal hours of sale on October 23, 2012 has been postponed. The foreclosure sale will be held on December 28, 2012, at the Shelby County Courthouse and the terms are cash to the highest bidder. A copy of the foreclosure notice is enclosed.

Very truly yours,

McFadden, Lyon & Rouse, L.L.C.

  
William S. McFadden  
WSM/rap

Enclosures

# Real Estate Sales Validation Form

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name Randy L. & Bonnie M. Britt  
Mailing Address 546 Hwy 69  
Chelsea, Alabama 35043

Grantee's Name Federal National Mortgage Associatio  
Mailing Address 14221 Dallas Parkway, Ste 1000  
Dallas, TX 75254

Property Address 546 Hwy 69  
Chelsea, Alabama 35043

Date of Sale December 28, 2012

Total Purchase Price \$ 245,030.88

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

☐ 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 being conveyed by the instrument offered for record.

  
20130129000038560 5/5 \$32.00  
Shelby Cnty Judge of Probate, AL  
01/29/2013 01:15:53 PM FILED/CERT

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 1/9/13

Print William S. McFadden

Unattested

Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1