

SEND TAX NOTICE TO:

Fifth Third Bank
38 Fountain Square Plaza
Mail Drop 109082-3172
Cincinnati, OH 45263

201302130000063480 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
02/13/2013 01:54:59 PM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore, on, to-wit: the 26th day of January, 2010, Leon James McEwen, an unmarried man , executed that certain mortgage on real property hereinafter described to Fifth Third Mortgage Company , which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20100202000033070, and

WHEREAS, in and by said mortgage, the Mortgagee 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 same, the Mortgagee or any person conducting said sale for the Mortgagee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the Mortgagee 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 Fifth Third Mortgage Company 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 December 5, 2012, December 12, 2012, and December 19, 2012; and

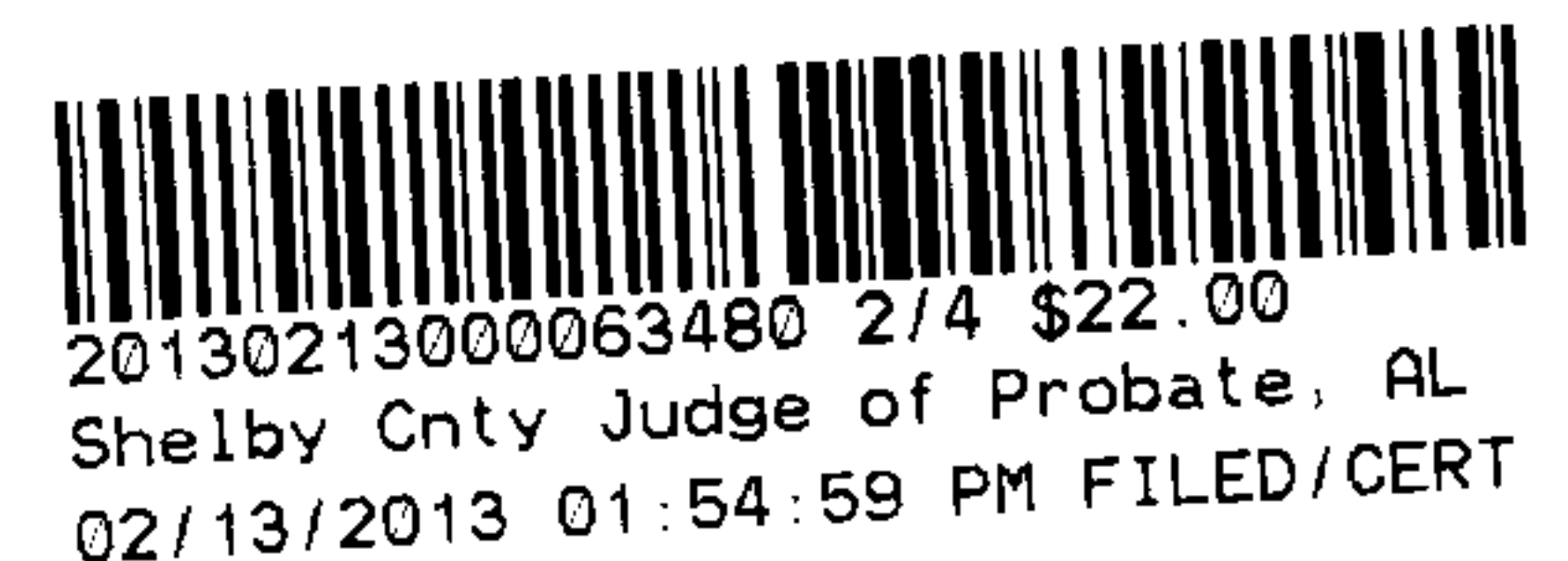
WHEREAS, on February 4, 2013, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly conducted, and Fifth Third Mortgage Company did offer for sale and sell at public outcry in front of the Courthouse door in Columbiana, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Aaron Nelson as member of AMN Auctioneering, LLC was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the said Fifth Third Mortgage Company ; and

WHEREAS, Fifth Third Mortgage Company was the highest bidder and best bidder in the amount of Eighty-One Thousand Two Hundred Fifty And 85/100 Dollars (\$81,250.85) on the indebtedness secured by said mortgage, the said Fifth Third Mortgage Company , by and through Aaron Nelson as member of AMN Auctioneering, LLC as auctioneer conducting said sale for said Mortgagee, does hereby grant, bargain, sell and convey unto Fifth Third Mortgage Company all of its right, title, and interest in and to the following described property situated in Shelby County, Alabama, to-wit:

Lot 44, according to the Resurvey of Lots 1 through 64, 89 through 104 and A through C, of Applegate Manor, as recorded in Map Book 10, Page 25, in the Probate Office of Shelby County, Alabama, together with all of the rights, privileges, easements and appurtenant ownership interest in and to premises previously conveyed by Applegate Realty, Inc., by deed recorded in Real 65, Page 201, in the Probate Office of Shelby County, Alabama, and more fully defined in the Declaration of Covenants, Condition and Restrictions of Applegate Townhouse, and recorded in Real 63, Page 634, in said Probate Office; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto Fifth Third Mortgage Company its successors/heirs and assigns, forever; subject, however, to the statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws in the State of Alabama; and also subject to all recorded mortgages, encumbrances, recorded or unrecorded easements, liens, taxes, assessments, rights-of-way, and other matters of record in the aforesaid Probate Office.



IN WITNESS WHEREOF, Fifth Third Mortgage Company , has caused this instrument to be executed by and through Aaron Nelson as member of AMN Auctioneering, LLC, as auctioneer conducting said sale for said Mortgagee, and said Aaron Nelson as member of AMN Auctioneering, LLC, as said auctioneer, has hereto set his/her hand and seal on this 7 day of Feb, 2013.

Fifth Third Mortgage Company

By: AMN Auctioneering, LLC
Its: Auctioneer

By: Aaron Nelson
Aaron Nelson, Member

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Aaron Nelson, whose name as member of AMN Auctioneering, LLC acting in its capacity as auctioneer for Fifth Third Mortgage Company , is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that being informed of the contents of the conveyance, he, as such member and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company acting in its capacity as auctioneer for said Mortgagee.

Given under my hand and official seal on this 7 day of February, 2013.

Notary Nichole Hansen
Notary Public
My Commission Expires: MY COMMISSION EXPIRES FEBRUARY 26, 2016

This instrument prepared by:
Cynthia W. Williams
SIROTE & PERMUTT, P.C.
P. O. Box 55727
Birmingham, Alabama 35255-5727



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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 Fifth Third Mortgage Company

Grantee's Name Fifth Third Mortgage Company

Mailing Address c/o Fifth Third Bank
38 Fountain Square Plaza

Mailing Address c/o Fifth Third Bank
38 Fountain Square Plaza

Mail Drop 109082-3172
Cincinnati, OH 45263

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Cincinnati, OH 45263

Property Address 1509 Applegate Lane
Alabaster, AL 35007

Date of Sale 02/04/2013

Total Purchase Price \$81,250.85

or

Actual Value \$ _____

or

Assessor's Market Value \$ _____



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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 Foreclosure Bid Price

☐ 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 2/4/13

Print Sheree Wilkerson, foreclosure specialist

☐ Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one