

20130227000082770 1/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
02/27/2013 01:32:54 PM FILED/CERT

STATE OF ALABAMA       §  
                                 §  
SHELBY COUNTY         §

**MORTGAGE FORECLOSURE DEED**

WHEREAS, **WADE H. GREENE AND WIFE, ASHLEY RENAY GREENE**, did on the 5<sup>th</sup> day of June, 2008, execute a certain mortgage to Coosa Pines Federal Credit Union, to secure the indebtedness therein set out and mentioned, said mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20080619000250190, said mortgage covering the lands herein described and the indebtedness thereby secured being due the said Coosa Pines Federal Credit Union, and,

WHEREAS, there is a provision and condition in said mortgage that if said mortgagors shall fail to pay said indebtedness when the same falls due then the mortgagee shall be authorized to take possession of the premises and, after giving notice of the time, place and terms of sale, together with a description of the property described in said mortgage by advertising same once a week for three (3) consecutive weeks in a newspaper circulated in Shelby County, Alabama, either in person or by an agent or attorney, to sell said property at public outcry to the highest bidder for cash, said sale to be held at the courthouse doors of said County; and,

WHEREAS, **WADE H. GREEN AND WIFE, ASHLEY RENAY GREENE**, did default in the payment of the indebtedness secured by said mortgage and,

WHEREAS, said mortgagee, Coosa Pines Federal Credit Union, the owner of said mortgage and the indebtedness secured thereby, did advertise same by publishing notice of foreclosure, said advertisement having been published in the SHELBY COUNTY REPORTER newspaper on January 23, 2013, January 30, 2013

and February 6, 2013, each of the publications giving notice of the time, place and terms of said sale together with a description of the property. Said publications being shown by the affidavits which are attached to this mortgage foreclosure deed, and,

WHEREAS, said property was offered for sale in front of the Shelby County Courthouse in the City of Columbiana, Shelby County, Alabama, at 12 o'clock noon on February 27, 2013, the said hour and date being within the legal hours of the sale as stated in said notices, and,

WHEREAS, at said sale Coosa Pines Federal Credit Union, made the highest, last and best bid for cash for said property;

THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, Barry D. Vaughn of Proctor & Vaughn, LLC, as attorney for said owners of said mortgage and as auctioneer of said sale under and by virtue of the powers conferred upon me under the terms and conditions contained in said mortgage by and on behalf of the said owners of said mortgage and as auctioneer for and in consideration of One Hundred Fifty Two Thousand Seven Hundred Ninety Six Dollars and 15/100 (\$152,796.15) to me in hand paid by Coosa Pines Federal Credit Union, the receipt whereof is hereby acknowledged, I have granted, bargained and sold and by these presents do grant, bargain, sell and convey unto the said Coosa Pines Federal Credit Union, the following described real estate and all of the rights, title and interest owned by the said Wade H. Greene and wife, Ashley Renay Greene, in and to the following described real estate, situated in Shelby County, Alabama, to-wit:

Commencing at the Northwest corner of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 20 South, Range 2 East, Shelby County, Alabama; thence North 89 degrees 54 minutes 00 seconds East a distance of 382.72 feet to a point; thence South 29 degrees 04 minutes 00 seconds East a distance of 402.58 feet to a  $\frac{1}{2}$  inch crimp pipe, said point being the point of beginning of herein described parcel of land; thence South 29 degrees 56 minutes 54 seconds East along the Westerly boundary of the Sun Valley Road (60 foot right of way), a distance of 324.32 feet to a  $\frac{1}{2}$  inch crimp pipe; thence South 77 degrees 35 minutes 00 seconds West along the



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# Publisher's Certificate of Publication

## STATE OF ALABAMA SHELBY COUNTY

Personally appeared before me, the undersigned Notary Public, in and for said state and county, **Tim Prince**, who, being duly sworn according to the law deposes and says that he is Publisher of the ***Shelby County Reporter*** a newspaper published in said county, and the publication of a certain notice, a true copy of which is hereto affixed, has been made in said newspaper 3 week(s) consecutively, to-wit in issues thereof dated as follows:

23rd day of January, 2013

30th day of January, 2013

6th day of February, 2013

The sum charged by the Newspaper for said publication is the actual lowest rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper in which the public notice appeared.

No agreement with the publisher, manager or printer exists whereby any gain or profit is to accrue to any officer charged with the duty of advertising legal notices.



Publisher, *Shelby County Reporter*

Sworn to and subscribed before me this 6th day of

February, 2013.

*Mary Jo Esbridge*

Notary Public,  
State of Alabama at large

My commission expires April 13, 2014

### LEGAL NOTICE

#### NOTICE OF MORTGAGE FORECLOSURE SALE

WHEREAS, Default having been made in the making of payments when due, being condition broken, under that mortgage executed by WADE H. GREENE AND WIFE, ASHLEY RENAY GREENE, in favor of COOSA PINES FEDERAL CREDIT UNION, on June 5, 2008, which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20080619000250190, and to which reference is made for its provisions, notice is hereby given for thirty (30) days by publication once a week for three (3) consecutive weeks in The Shelby County Reporter, a newspaper published and circulated in Shelby County, Alabama, the County where the mortgaged lands are situated by publication on January 23, 2013, January 30, 2013 and February 6, 2013, that we will sell to the highest bidder for cash, in accordance with this Mortgage, by public auction at the door of the Courthouse of Shelby County, Alabama, at Columbiana, Alabama, between the hours of 11:00 a.m. and 4:00 p.m. on February 27, 2013, as attorneys and auctioneers for Coosa Pines Federal Credit Union, owners of this mortgage, the following described real estate, situated in Shelby County, Alabama:

Commencing at the Northwest corner of the Northwest ? of the Northeast ? of Section 3, Township 20 South, Range 2 East, Shelby County, Alabama; thence North 89 degrees 54 minutes 00 seconds East a distance of 382.72 feet to a point; thence South 29 degrees 04 minutes 00 seconds East a distance of 402.58 feet to a ? inch crimp pipe, said point being the point of beginning of herein described parcel of land; thence South 29 degrees 56 minutes 54 seconds East along the Westerly boundary of the Sun Valley Road (60 foot right of way), a distance of 324.32 feet to a ? inch crimp pipe; thence South 77 degrees 35 minutes 00 seconds West along the center of a 4 foot ditch a distance of 112.77 feet to a point; thence South 80 degrees 10 minutes 00 seconds West along said center of ditch a distance of 257.16 feet to a point; thence proceed along said center of ditch North 25 degrees 23 minutes 00 seconds East a distance of 209.89 feet to a point; thence North 34 degrees 54 minutes 43 seconds East along said center of ditch a distance of 194.73 feet to the point of beginning.

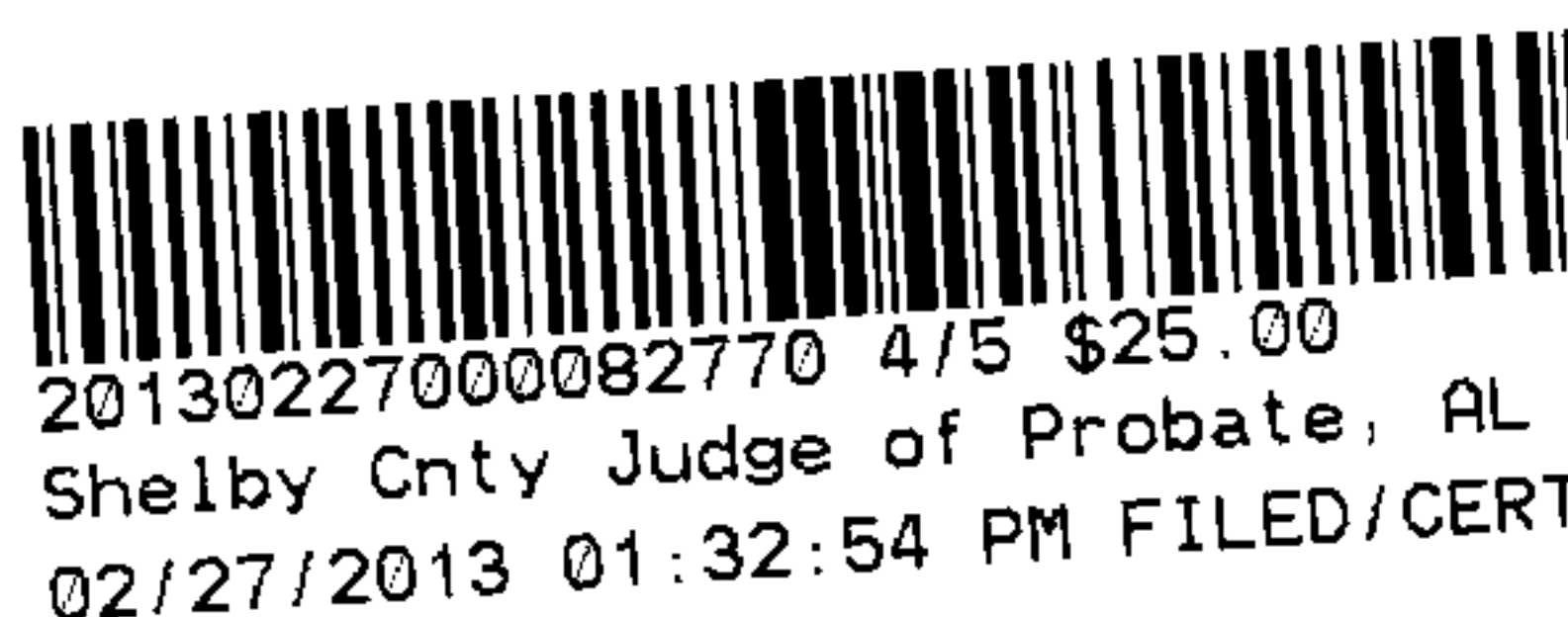
Said sale is made for the purpose of foreclosing of said mortgage, paying the mortgage debt, the costs and expenses of foreclosure, including a Mortgagee reserves the right to bid on the subject property. Said mortgage is a first mortgage and is not junior to another mortgage of record. Said sale is also subject to unpaid taxes or assessments whether of record or not.

PROCTOR & VAUGHN,  
LLC

BY: \_\_\_\_\_  
Barry D. Vaughn  
Post Office Box 2129  
Sylacauga, Alabama  
35150  
Telephone:  
(256) 249-8527

Shelby County Reporter  
January 23, 30, and February 6, 2013

FC/GREENE, WADE





# Real Estate Sales Validation Form

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

Grantor's Name Coosa River Federal Credit Union  
Mailing Address P.O. Box 407  
Childersburg, AL  
35044-0407

Grantee's Name Coosa River Federal Credit Union  
Mailing Address P.O. Box 407  
Childersburg, AL  
35044-0407

Property Address 2315 Sun Valley  
Harpsburg, AL  
35078

Date of Sale Feb 27, 2013  
Total Purchase Price \$ 152,796.15

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  
☐ Sales Contract  
☐ Closing Statement

☒ Appraisal  
☒ Other

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

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 2/27/13

Print Barry D. Vaughn, Attorney at Law

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1