

FORECLOSURE DEED

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on to-wit: August 22, 2003, Mary Sue Davenport, single, and Judy B. Queen, single ("Mortgagors"), executed a certain mortgage ("Mortgage") to Jim Walter Homes, Inc., said Mortgage being recorded in Instrument 20031027000715190, in the office of the Judge of Probate of Shelby County, Alabama, corrected by Mortgage dated December 18, 2003, and recorded in Instrument 20040126000041720 in the office of the Judge of Probate of Shelby County, Alabama, said Mortgage was assigned to Walter Mortgage Company by instrument recorded in Instrument 20090504000164530;

WHEREAS, default was made in the payment of the indebtedness secured by said Mortgage, and Green Tree Servicing LLC, successor by merger with Walter Mortgage Company, LLC, f/k/a Walter Mortgage Company, as holder, did declare all of the indebtedness secured by the said Mortgage, due and payable, and said Mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said Mortgage in accordance with the terms thereof, by U.S. Mail and by publication in the Shelby County Reporter, a newspaper published in Shelby County, Alabama, in its issues of March 27th, April 3rd and April 10, 2013;

WHEREAS, on April 17, 2013, the day on which the foreclosure sale was due to be held under the terms of said notice between the legal hours of sale, said foreclosure sale was duly and properly conducted, and Green Tree Servicing LLC, successor by merger with Walter Mortgage Company, LLC, f/k/a Walter Mortgage Company, did offer for sale and sell at public outcry, in front of the Courthouse door, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid obtained for the property described in the Mortgage was the bid of Green Tree Servicing LLC in the amount of Seventy-Nine Thousand Eight Hundred and No/100 (\$79,800.00) Dollars, which sum was offered to be credited on the indebtedness secured by the Mortgage, and said property was thereupon sold to Green Tree Servicing LLC, as purchaser; and

WHEREAS, Paul K. Lavelle conducted said sale on behalf of Green Tree Servicing LLC, successor by merger with Walter Mortgage Company, LLC, f/k/a Walter Mortgage Company, as holder; and

WHEREAS, the terms of the Mortgage expressly authorized the person conducting said sale to execute to the purchaser at said sale a deed to the property so purchases;

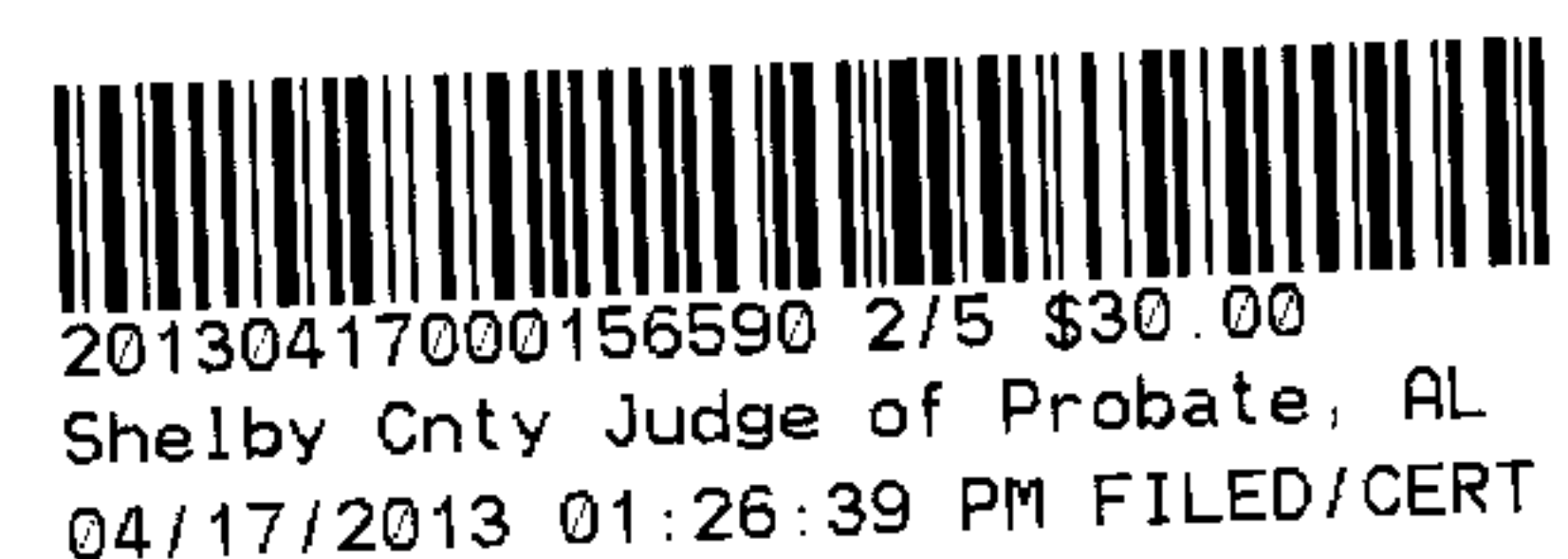
NOW THEREFORE, in consideration of the premises and the payment of Seventy-Nine Thousand Eight Hundred and No/100 (\$79,800.00) Dollars, Mortgagors, by and through Green Tree Servicing LLC, successor by merger with Walter Mortgage Company, LLC, f/k/a Walter Mortgage Company, as holder, does grant, bargain, sell and convey unto Green Tree Servicing LLC the following described real property situated in Shelby County, Alabama to-wit:

Commence at a point where the West quarter-quarter line of the Southwest quarter of the Southeast quarter of Section 4, Township 24 North, Range 15 East and the South right of way line of Shelby County Highway No. 46 and run thence South $71^{\circ}13'35''$ East along said South right of way line of said Highway No. 46 a distance of 711.08 feet to a point; thence run South $05^{\circ}01'21''$ West a distance of 196.57 feet to a found rebar corner and the point of beginning of the property being described; thence run South $05^{\circ}03'12''$ West a distance of 210.13 feet to a found rebar corner; thence run North $82^{\circ}35'21''$ West a distance of 210.14 feet to a found rebar corner; thence run North $05^{\circ}01'37''$ East a distance of 210.14 feet to a found rebar corner; thence run South $82^{\circ}35'13''$ East a distance of 210.24 feet to the point of beginning

There is an existing chert surfaced road for ingress and egress to the subject property that is herewith bounded within a thirty foot wide access easement, the centerline of which is described as follows:

Commence at a point where the West quarter-quarter line of the Southwest quarter of the Southeast quarter of Section 4, Township 24 North, Range 15 East and the South right of way line of Shelby County Highway No. 46 intersect and run thence South $71^{\circ}13'35''$ East along said South right of way line of said Highway No. 46 at a distance of 711.08 feet to a point; thence run South $05^{\circ}01'21''$ West a distance of 196.57 feet to a found rebar corner; thence run South $05^{\circ}03'12''$ West a distance of 210.13 feet to a found rebar corner; thence run North $82^{\circ}35'21''$ West a distance of 25.02 feet to a point in the centerline of an existing chert surfaced roadway and the point of beginning of the easement being described; thence run North $03^{\circ}37'18''$ East along said centerline of said roadway a distance of 210.41 feet to a point in the centerline of said roadway; thence run North $08^{\circ}44'11''$ East along said centerline of said roadway a distance of 233.54 feet to the intersection of said centerline of said easement with the centerline of County Road No. 46 and the end of required easement.

Easement being 15.0 feet on each side of just described centerline less and except the right of way of County Road No. 46.



TO HAVE AND TO HOLD, the above described property unto Green Tree Servicing LLC, its successors, assigns and legal representatives; 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.

IN WITNESS WHEREOF, Green Tree Servicing LLC, successor by merger with Walter Mortgage Company, LLC, f/k/a Walter Mortgage Company, as holder, has caused this instrument to be executed by and through Paul K. Lavelle, as auctioneer, conducting said sale for said Mortgagee, and said Paul K. Lavelle has hereto set his hand and seal on this the 17th day of April, 2013.

Mary Sue Davenport and Judy B. Queen

Green Tree Servicing LLC, successor
by merger with Walter Mortgage
Company, LLC, f/k/a Walter
Mortgage Company

BY: 

PAUL K. LAVELLE

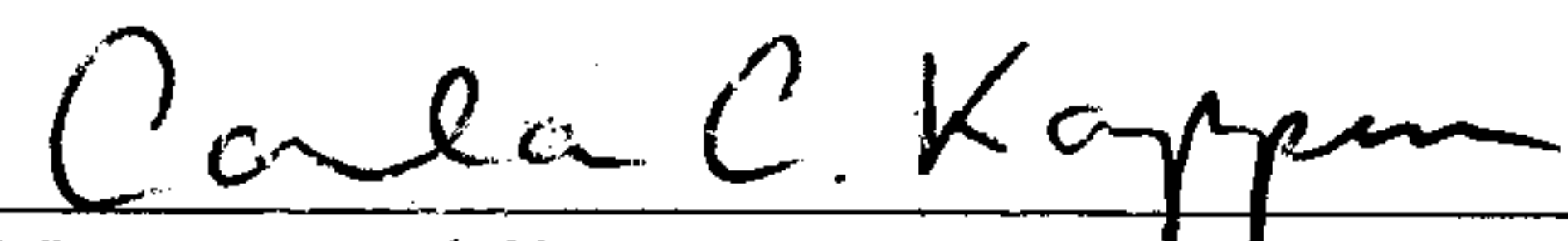
As Auctioneer and Attorney-in-Fact

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul K. Lavelle, whose name as auctioneer and attorney in-fact for the Mortgagee, 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 this conveyance, he in his capacity as such auctioneer, executed the same voluntarily on the day the same bears date.

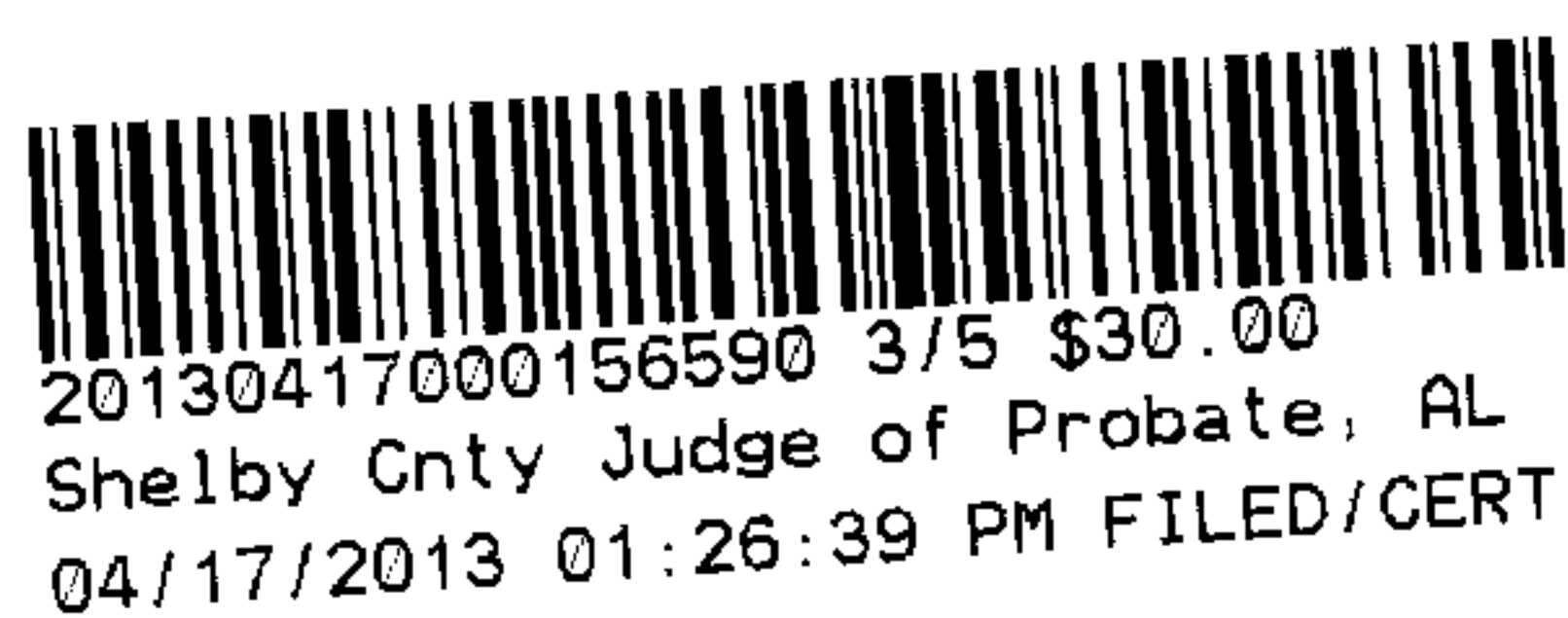
Given under my hand and official seal this the 17th day of April, 2013.

[Notary Seal]



Notary Public

My Commission Expires: 3-15-17



This instrument prepared by:
Paul K. Lavelle
SPINA & LAVELLE, P.C.
1500 Urban Center Drive, Suite 450
Birmingham, Alabama 35242
(205) 298-1800
Attorneys for Mortgagee
Loan #66092513

Send Tax Notice:
Green Tree Servicing, LLC
4250 North Freeway
Forth Worth, TX 76137



20130417000156590 4/5 \$30.00
Shelby Cnty Judge of Probate, AL
04/17/2013 01:26:39 PM FILED/CERT

Real Estate Sales Validation Form

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

Grantor's Name Davenport, Mary Sue
Mailing Address Queen, Judy B.
PO Box 56
Shelby, AL 35143

Grantee's Name Green Tree Servicing LLC
Mailing Address 4250 North Freeway
Fort Worth, TX 76137

Property Address 196 Highway 46
Shelby, AL 35143

Date of Sale 04/17/2013
Total Purchase Price \$ 79,800.00
Or
Actual Value \$
Or
Actual 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
XX Other Foreclosure Deed

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 04/17/2013

Unattested


20130417000156590 5/5 \$30.00
Shelby Cnty Judge of Probate, AL
04/17/2013 01:26:39 PM FILED/CERT

(verified by)

By: Spina & Lavelle, P.C.
[Signature]
Sign: [Signature]

As Attorney for: Green Tree Servicing LLC