

This instrument prepared by:  
Jeff G. Underwood, Attorney  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35205

Send Tax Notice to:

Bryan Miller

Rachel Miller

P.O. 1825  
Jasper, AL 35502

**SPECIAL WARRANTY DEED**

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of Forty-Four Thousand Five Hundred And 00/100 Dollars (\$44,500.00) to the undersigned, CitiMortgage, Inc., a corporation, by Authorized Signer of National Default REO Services, a Delaware Limited Liability Company dba First American Asset Closing Services ("FAACS"), as Attorney in Fact, (herein referred to as Grantor) in hand paid by the Grantees herein, the receipt whereof is acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Bryan Miller, and Rachel Miller, (herein referred to as Grantees), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 5 and 6, Block 94, J.H. Dunstan's Map of the Town of Calera, Alabama, as shown on file in the Town Hall of Calera, Alabama, of Shelby County, Alabama as recorded in Book 262, Page 361, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Any item disclosed on that certain policy of title insurance obtained in connection with this transaction.
2. Ad valorem Taxes for the current tax year, which Grantees herein assume and agree to pay.
3. Restrictions as shown on recorded plat.
4. All outstanding rights of redemption in favor of all persons entitled to redeem the property from that certain mortgage foreclosure sale evidenced by mortgage foreclosure deed recorded in Instrument Number 20130501000176860, in the Probate Office of Shelby County, Alabama.

\$ 38,250.00 of the above consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

This property is sold as is and grantor only warrants title from the time grantor obtained title until the date grantor conveys its interest in the aforesaid property to the grantee.

TO HAVE AND TO HOLD Unto the said Grantees, their heirs and assigns, forever.



20130916000374930 1/5 \$32.50  
Shelby Cnty Judge of Probate, AL  
09/16/2013 02:09:44 PM FILED/CERT

IN WITNESS WHEREOF, the said Grantor, has hereto set its signature and seal, this the 6 day of August, 2013.

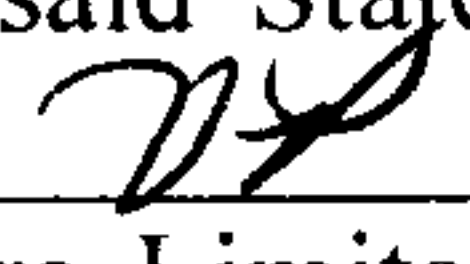
CitiMortgage, Inc.

By Authorized Signer of National Default REO Services, a Delaware Limited Liability Company dba First American Asset Closing Services ("FAACS"), as Attorney in Fact

By:   
**Justin Jung**

Its \_\_\_\_\_

STATE OF Texas  
COUNTY OF Dallas

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Justin Jung**, whose name as  of Authorized Signer of National Default REO Services, a Delaware Limited Liability Company dba First American Asset Closing Services ("FAACS"), as Attorney in Fact for CitiMortgage, Inc., a corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said Corporation, acting in its capacity as Attorney in Fact as aforesaid.

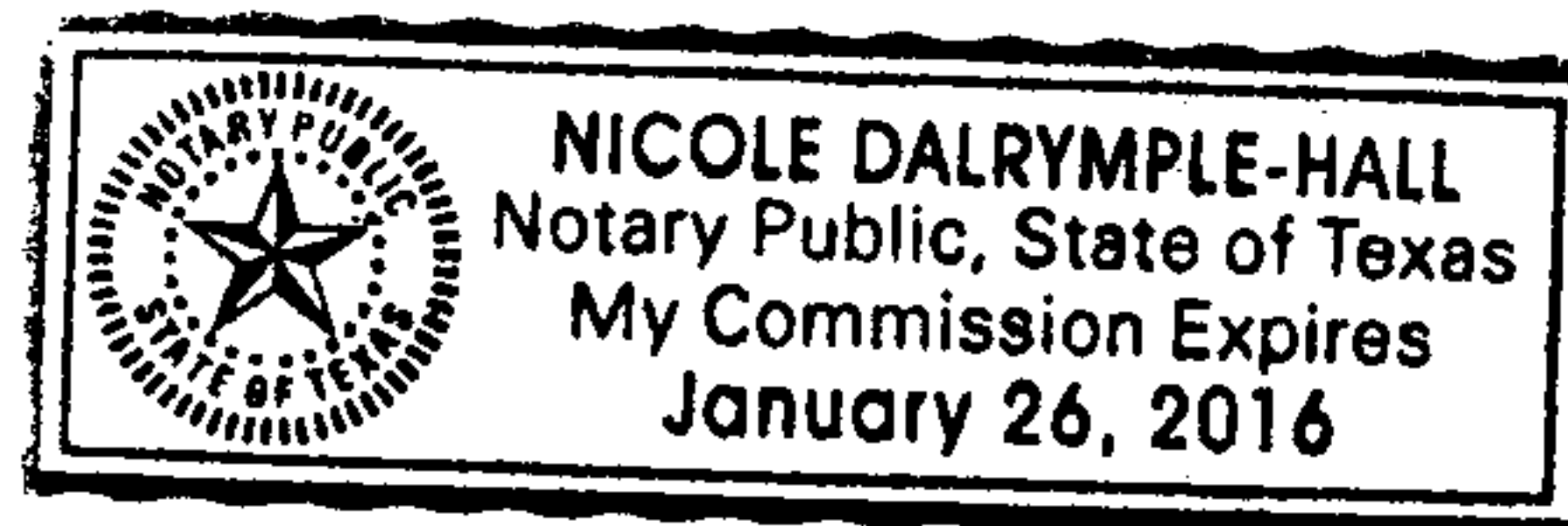
Given under my hand and official seal, this the 6 day of August, 2013.


  
NOTARY PUBLIC

My Commission expires:

AFFIX SEAL

2013-001418



  
20130916000374930 2/5 \$32.50  
Shelby Cnty Judge of Probate, AL  
09/16/2013 02:09:44 PM FILED/CERT



**LIMITED POWER OF ATTORNEY**

STATE OF TEXAS )

COUNTY OF DALLAS )

ss. KNOWN ALL MEN BY THESE PRESENTS

Shelby Co., AL

I CERTIFY THIS INSTRUMENT WAS FILED ON

03/16/2011 01:55:05 PM

REAL BOOK: 266 PAGE: 281

FILE# 03204

DEED TAX:0.00 MORTG TAX:0.00 MIN TAX:0.00

REC-FEE:9.00 FILE-FEE:0.00 TRANS-FEE:5.00

That **CitiMortgage, Inc.**, a New York corporation ("CitiMortgage"), and acting by and through its duly authorized officers and agents, and pursuant to terms of that certain Service Agreement, effective as of January 21, 2003, entered into between CitiFinancial Mortgage and First American Asset Closing Services, has made, constituted, and appointed, and by these presents does hereby make, constitute, and appoint **National Default REO Services, a Delaware Limited Liability Company, d/b/a First American Asset Closing Services**, a California corporation, its true and lawful ("Attorney in Fact") in its name, place, and stead to do and perform the following acts, which are limited to real property and any improvements and fixtures located thereon, (together called the "Property") which are owned by: **CitiMortgage, Inc.**,

To sign, seal, execute, acknowledge, and deliver, on behalf of the undersigned, such Special Warranty Deeds, Limited Warranty Deeds, Warranty Deeds, or Quitclaim Deeds as may be necessary for the conveyance of the Property pursuant to the Service Agreement, at the closing of the sale of the Property, but only with respect to said Property, including with regard to real property, to execute, to acknowledge, to seal, to deliver, and to revoke:

- deed and instruments (including but not limited to HUD-1 Settlement Statements, Affidavits, Bills of Sale, and any other documents (excluding releases) necessary to transfer real property on behalf of CitiMortgage to convey title to 1-4 unit real estate owned by CitiMortgage;
- documents (excluding releases) required of CitiMortgage as a seller of real estate, or otherwise required to be prepared and executed in connection with the sale of such real estate, to include but not limited to a HUD-1; and
- documents (excluding releases) required of CitiMortgage to obtain, transfer and/or convey title or ownership rights to mobile homes, modular homes, or manufactured homes.

All rights, power and authority of said Attorney in Fact to exercise any and all rights and powers herein granted shall commence and be in full force and effect on the date this Limited Power of Attorney is signed by the undersigned, and such rights and powers herein shall be in full force and effect until revoked by the undersigned, and no firm, person, or corporation dealing with its said Attorney in Fact, shall be deemed to have knowledge of its revocation, except for actual knowledge of such revocation or until such revocation is filed by CitiMortgage, its successors or assigns, in the real property records of the county or town where the Property is situated.

This Limited Power of Attorney is given pursuant to the resolutions adopted on February 11, 2003, by the Board of Directors of CitiFinancial Mortgage. It is the understanding of the undersigned that notwithstanding any provisions of the Texas Trust Act, nothing in this Power of Attorney shall prevent First American Asset Closing Services from acting in its capacity as Attorney in Fact on behalf of CitiMortgage covering the Property that is the subject of this Limited power of Attorney.

Executed this 11 day of February 2011

**CitiMortgage, Inc.**

By: 

Printed Name: Judy Grogan

Its: Assistant Vice President



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Shelby Cnty Judge of Probate, AL

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STATE OF TEXAS )

COUNTY OF DALLAS )

This instrument was acknowledged before me this \_\_\_ day of February, 2011, by Judy Grogan its Assistant Vice President of **CitiMortgage, Inc.** a New York corporation, on behalf of said corporation.

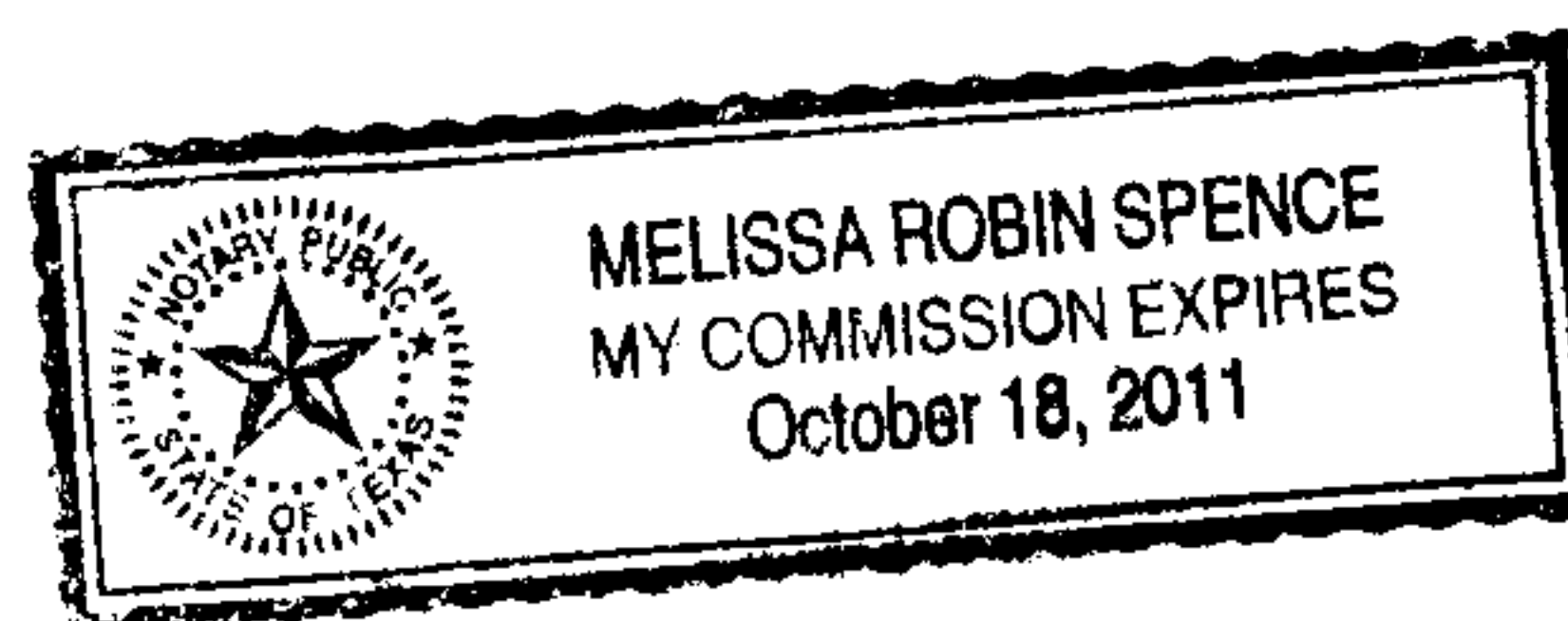


Notary Public: ~~Annelia Hamilton~~

~~Melissa Robin Spence~~

My Commission expires: 10/08/2011

Commission No. ~~12628379-7~~



Authorized Signer of National  
Default REO Services, a Delaware  
Limited Liability Company dba  
First American Asset Closing  
Services ("FAACS"), as Attorney  
in fact and/or agent

8/6/2013  
TOTAL \$ \_\_\_\_\_

Signed: [Signature] Justin Jung  
{name of party}

(date)

Signed: \_\_\_\_\_

{name of party}

(date)

Signed: Rachel Miller  
{name of party}

9/3/13

(date)

Signed: \_\_\_\_\_

{name of party}

(date)

Signed: [Signature]  
{name of party}

Signed: \_\_\_\_\_

{name of party}

(date)

Signed: \_\_\_\_\_  
{name of party}

Signed: \_\_\_\_\_

{name of party}

(date)

Remit payment to: Agency Operations, 100 Corporate Ridge, Suite 120, Birmingham, AL 35242

20130916000374930 4/5 \$32.50  
Shelby Cnty Judge of Probate, AL  
09/16/2013 02:09:44 PM FILED/CERT



# Real Estate Sales Validation Form

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

Grantor's Name  
Mailing Address

Citi Mortgage  
1000 Technology Dr.  
O'Fallen, MO 63428

Grantee's Name  
Mailing Address

Rachel & Bryan Miller  
P.O. Box 1825  
Jasper, AL 35502

Property Address

232 17<sup>th</sup> St.  
Cullera AL 35040

Date of Sale

9-3-13

Total Purchase Price \$

44,500<sup>00</sup>

or

Actual Value

\$

or

Assessor's Market Value \$



20130916000374930 5/5 \$32.50  
Shelby Cnty Judge of Probate, AL  
09/16/2013 02:09:44 PM FILED/CERT

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, 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 9-3-13

Print

Stacy Candie

Sign

*Stacy Candie*

(Grantor/Grantee/Owner/Agent) circle one

Unattested

(verified by)

Form RT-1