## **Send Tax Notice To:**

WELLS FARGO BANK, N.A. successor by merger to WACHOVIA BANK OF DELAWARE, NA f/k/a FIRST UNION NATIONAL BANK OF DELAWARE f/k/a FIRST UNION HOME EQUITY BANK, N.A. c/o Wells Fargo Bank, N. A. 2324 Overland Avenue MAC#B6955-01C Billings, MT 59102

When Recorded Return to:

David Sigler, Esq. Morris|Hardwick|Schneider, LLC 2718 20<sup>th</sup> Street South, Suite 210 Birmingham, AL 35209



Shelby Cnty Judge of Probate, AL 09/23/2013 03:38:24 PM FILED/CERT

STATE OF ALABAMA

COUNTY OF SHELBY

## FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, heretofore, on, to-wit: the 26th day of May, 2000, Jewell Faye Moore, executed that certain mortgage on real property hereinafter described to First Union Home Equity Bank, N.A. ("Mortgagee"), which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book N/A, Page N/A as Instrument Number 2000-18592; 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 the 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 WELLS FARGO BANK, N.A. successor by merger to WACHOVIA BANK OF DELAWARE, NA f/k/a FIRST UNION NATIONAL BANK OF DELAWARE f/k/a FIRST UNION HOME EQUITY BANK, N.A. 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 July 31, 2013, August 7, 2013, August 14, 2013; and

WHEREAS, on September 6, 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 WELLS FARGO BANK, N.A. successor by merger to WACHOVIA BANK OF DELAWARE, NA f/k/a FIRST UNION NATIONAL BANK OF DELAWARE f/k/a FIRST UNION HOME EQUITY BANK, N.A. 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, David Sigler was the auctioneer and the person conducting the sale for said WELLS FARGO BANK, N.A. successor by merger to WACHOVIA BANK OF DELAWARE, NA f/k/a FIRST UNION NATIONAL BANK OF DELAWARE f/k/a FIRST UNION HOME EQUITY BANK, N.A.; and

WHEREAS, WELLS FARGO BANK, N.A. successor by merger to WACHOVIA BANK OF DELAWARE, NA f/k/a FIRST UNION NATIONAL BANK OF DELAWARE f/k/a FIRST UNION HOME EQUITY BANK, N.A., was the highest bidder and best bidder in the amount of Seventy-Five Thousand Seven Hundred Forty-Four and 74/100 Dollars (\$75,744.74) on the indebtedness secured by said mortgage, the said WELLS FARGO BANK, N.A. successor by merger to WACHOVIA BANK OF DELAWARE, NA f/k/a FIRST UNION NATIONAL BANK OF DELAWARE f/k/a FIRST UNION HOME EQUITY BANK, N.A., by and through David Sigler as attorney for said Mortgagee, does hereby convey unto WELLS FARGO BANK, N.A. successor by merger to WACHOVIA BANK OF DELAWARE, NA f/k/a FIRST UNION NATIONAL BANK OF DELAWARE f/k/a FIRST UNION HOME EQUITY BANK, N.A. all of its right, title, and interest in and to the following described property situated in Shelby County, Alabama, to-wit:

> 20130923000382990 2/5 \$29.00 Shelby Cnty Judge of Probate, AL 09/23/2013 03:38:24 PM FILED/CERT

Commence at the Northwest Corner of Section 26, Township 19 South, Range 1 East, Shelby County, Alabama: thence South along the West Boundary Line of said Section for a distance of 612.08 feet to the South Right of Way Line of U.S. Highway No. 280; thence turn an angle of 108 degrees 13 minutes 56 seconds to the left and run along said highway right of way line for a distance 703.22 feet; thence turn an angle of 108 degrees 14 minutes 26 seconds to the right for a distance of 609.11 feet to the POINT OF BEGINNING: thence continue along last said course for a distance of 323.70 feet; thence turn an angle of 88 degrees 58 minutes 17 seconds to the right and run a distance of 390.88 feet; thence turn an angle of 157 degrees 35 minutes 45 seconds to the right and run a distance of 174.23 feet; thence turn an angle of 48 degrees 27 minutes 15 seconds to the left for a distance of 82.72 feet; thence turn an angle of 17 degrees 49 minutes 34 seconds to the left for a distance of 182.68 feet; thence turn an angle of 89 degrees 41 minutes 06 seconds to the right for a distance of 204.25 feet to the point of beginning. Containing 1.7 acres more or less.

## CENTERLINE OF 25 FOOT EASEMENT

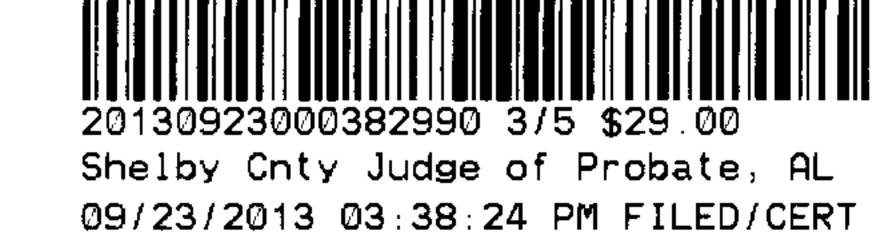
Commence at the Northwest Corner of Section 26, Township 19 South, Range 1 East, Shelby County, Alabama; thence South along the West Boundary Line of said section for a distance of 612.08 feet to the South Right of Way line of U.S. Highway No. 280; thence turn an angle at 108 degrees 13 minutes 56 seconds to the left and run along said highway right of way line for a distance 577.10 feet to the point of beginning of the centerline of a 25 foot easement; thence turn an angle of 108 degrees 13 minute 56 seconds to the right for a distance of 213.66 feet; thence turn an angle of 04 degrees 09 minutes 37 seconds to the left for a distance of 42.10 feet; thence turn an angle of 36 degrees 00 minutes 37 seconds to the left for a distance of 50.02 feet; thence turn an angle of 03 degrees 59 minutes 07 seconds to the right for a distance of 55.03 feet; thence turn an angle of 05 degrees 53 minutes 47 seconds to the right for a distance of 56.72 feet; thence turn an angle to the right of 29 degrees 55 minutes 02 seconds for a distance of 183.04 feet to the point of ending of the centerline of a 25 foot easement.

TO HAVE AND TO HOLD the above described property unto WELLS FARGO BANK, N.A. successor by merger to WACHOVIA BANK OF DELAWARE, NA f/k/a FIRST UNION NATIONAL BANK OF DELAWARE f/k/a FIRST UNION HOME EQUITY BANK, N.A. its successors/heirs and assigns, forever; subject, however, to the statutory rights of redemption from said foreclosure sale on part of the 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, right-of-way, and other matters of record in the aforesaid Probate Office.

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AL-90000234-13

ALFC\_Foreclosure Deed No Assgn v3



WELLS FARGO BANK, N.A. successor by merger to WACHOVIA BANK OF DELAWARE, NA f/k/a NATIONAL OF UNION FIRST BANK DELAWARE f/k/a FIRST UNION HOME EQUITY BANK, N.A

By:

David Sigler, Attorney for Mortgagee

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Sigler whose name as Attorney for WELLS FARGO BANK, N.A. successor by merger to WACHOVIA BANK OF DELAWARE, NA f/k/a FIRST UNION NATIONAL BANK OF DELAWARE f/k/a FIRST UNION HOME EQUITY BANK, N.A., 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 Attorney for WELLS FARGO BANK, N.A. successor by merger to WACHOVIA BANK OF DELAWARE, NA f/k/a FIRST UNION NATIONAL BANK OF DELAWARE f/k/a FIRST UNION HOME EQUITY BANK, N.A. and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Mortgagee.

My Commission Expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: June 15, 2016 BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by: David Sigler, Esq. Morris|Hardwick|Schneider, LLC 2718 20th Street South, Suite 210 Birmingham, AL 35209

20130923000382990 4/5 \$29.00

Shelby Cnty Judge of Probate, AL 09/23/2013 03:38:24 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:	Jewell Faye Moore		WELLS FARGO BANK, N.A. successor by merger to WACHOVIA BANK OF DELAWARE, NA f/k/a FIRST UNION NATIONAL BANK OF DELAWARE f/k/a FIRST UNION HOME EQUITY BANK, N.A.
Mailing Address:	216 Southwood Circle Harpersville, AL 35078		2324 Overland Avenue MAC#B6955-01C Billings, MT 59102
Property Address:	216 Southwood Circle Harpersville, AL 35078	Date of	f Sale: September 6, 2013
		Total Purchase Price	\$ <u>75,744.74</u>
		or	\$
		Actual Value or	\$
		Assessor's Market Valu	1e
1	or actual value claimed on thi imentary evidence is not required	s form can be verified in the following	g documentary evidence: (check one)
[ ] Bill of Sa	[ ] Bill of Sale		
[ ] Sales Cor	[ ] Sales Contract [X] Other <u>Foreclosure Bid Amount</u>		id Amount
[ ] Closing S	tatement		
If the conveyance do is not required.	cument presented for recordation	contains all of the required information r	eferenced above, the filing of this form
Grantor's name and mailing address.	mailing address - provide the n	Instructions ame of the person or persons conveying	g interest to property and their current
Grantee's name and	nailing address - provide the nam	e of the person or persons to whom intere	st to property is being conveyed.
Property address - th	e physical address of the property	being conveyed, if available.	
Date of Sale - the da	te on which interest to the propert	y was conveyed.	
Total purchase price offered for record.	- the total amount paid for the pu	rchase of the property, both real and person	onal, being conveyed by the instrument
		e true value of the property, both real ed by an appraisal conducted by a licen	
the property as deter	mined by the local official charg	ned, the current estimate of fair market vaged with the responsibility of valuing projected of Alabama 1975 § 40-22-1 (h).	
		at the information contained in this doc form may result in the imposition of the	
Date 9-17-13	<b>}</b>	Print Jacky Co	11101
Unattested	(verified by)	Sign Jayn Ca Grantee	les

