


FILE NO.: BAC-13-07223

DOCUMENT PREPARED BY  
AND RETURN TO:  
RUBIN LUBLIN, LLC  
100 Concourse Parkway, Suite 125  
Birmingham, AL 35244

  
20140207000035800 1/4 \$27.00  
Shelby Cnty Judge of Probate, AL  
02/07/2014 02:11:07 PM FILED/CERT

STATE OF GEORGIA  
COUNTY OF WINNETT

SOURCE OF TITLE: INSTRUMENT  
NUMBER 20090909000346020, SHELBY  
COUNTY, ALABAMA RECORDS

### MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, heretofore, on, to-wit: the 31st day of August, 2009, CARLA S MOSING, AN UNMARRIED WOMAN executed that certain mortgage on real property hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEM LLC AS NOMINEE FOR DHI MORTGAGE COMPANY LTD, which said mortgage was recorded in the Office of the Judge of Probate in Shelby County, Alabama, on September 9, 2009, at Instrument Number 20090909000346020, Shelby County, Alabama Records, said Mortgage having subsequently been transferred and assigned to **BANK OF AMERICA, N.A.**, by instrument recorded in Instrument Number 20120430000147150, in the aforesaid Probate Office ("Transferee"); and

WHEREAS, in and by said mortgage, the Transferee 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 Shelby County, Alabama, after giving notice of the time, place, and terms of said sale in a 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 Transferee or any person conducting said sale for the Transferee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the Transferee may bid at the sale and purchase said property if the highest bidder thereof; and

WHEREAS, default was made in accordance with the loan terms, and the said BANK OF AMERICA, N.A. did declare due 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 12/18/2013, 12/25/2013, 01/01/2014, and

WHEREAS, on the January 9, 2014, the day on which the foreclosure was due to be held under the terms of the said notice, between the legal hours of sale, said foreclosure was duly conducted, and BANK OF AMERICA, N.A. did offer for sale and sell at public outcry in front of the Courthouse door in Shelby County, Alabama, the property hereinafter described; and

WHEREAS, BANK OF AMERICA, N.A., was the highest bidder in the amount of Eighty Thousand Eight Hundred Thirty-Five and 00/100 dollars (\$80,835.00), on the indebtedness secured by said mortgage the said BANK OF AMERICA, N.A., by and through its undersigned counsel, does



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hereby grant, bargain, sell and convey unto BANK OF AMERICA, N.A., all of its right, title, and interest in and to the following described property situated in Shelby County, Alabama, to wit:


LOT 92, ACCORDING TO THE SURVEY OF KENSINGTON PLACE, PHASE I, SECTOR I, AS RECORDED IN MAP BOOK 37, PAGE 147, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TO HAVE AND TO HOLD the above described property unto BANK OF AMERICA, N.A. its successors/heirs and assigns, forever; subject, however, subject to the statutory rights of redemption from said foreclosure sale in favor of those parties or entities 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, zoning ordinances, any outstanding taxes, restrictive covenants, and other matters of record in the aforesaid Probate Office.

IN WITNESS WHEREOF, BANK OF AMERICA, N.A., has caused this instrument to be executed by and through its undersigned counsel, as attorney for said Transferee, and said undersigned counsel for said Transferee, has hereto set his/her hand and seal on this the 23 day of

January, 2014.

**BANK OF AMERICA, N.A.**

By:   
Printed Name: Emilyn Eason  
Its: Attorney

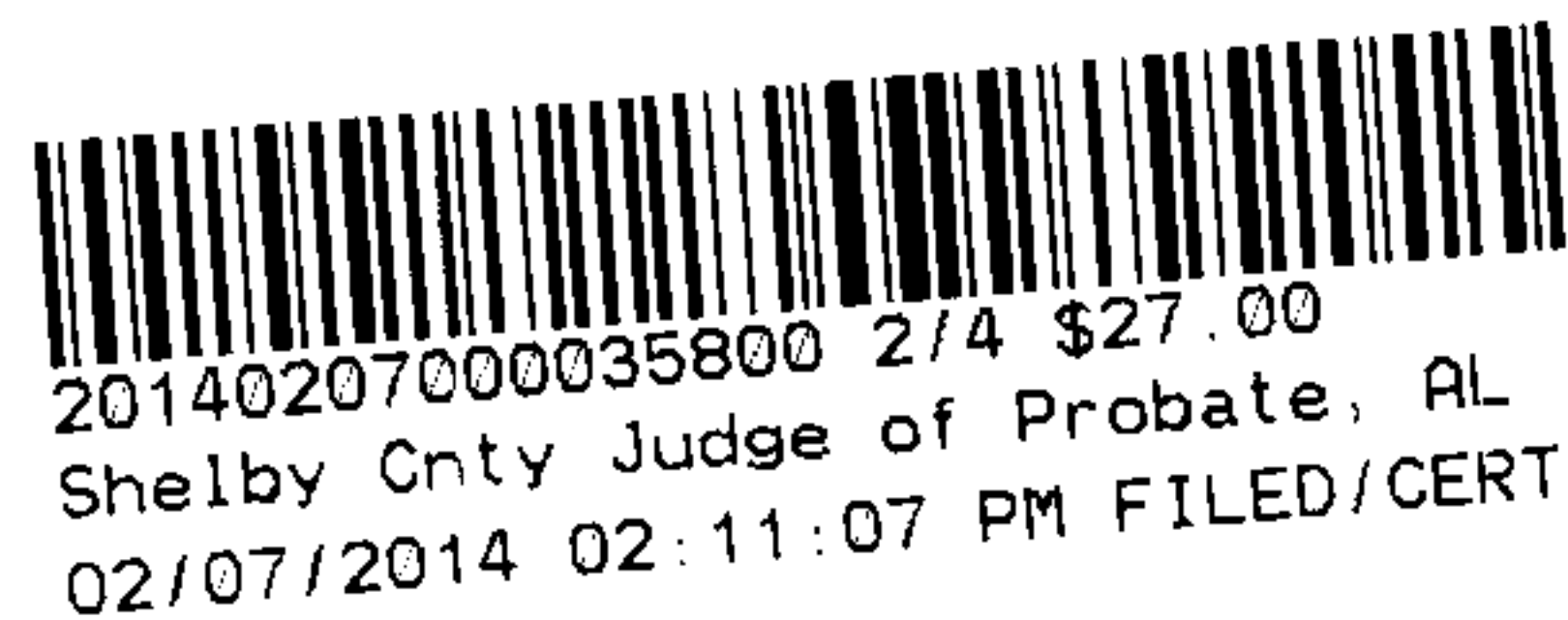
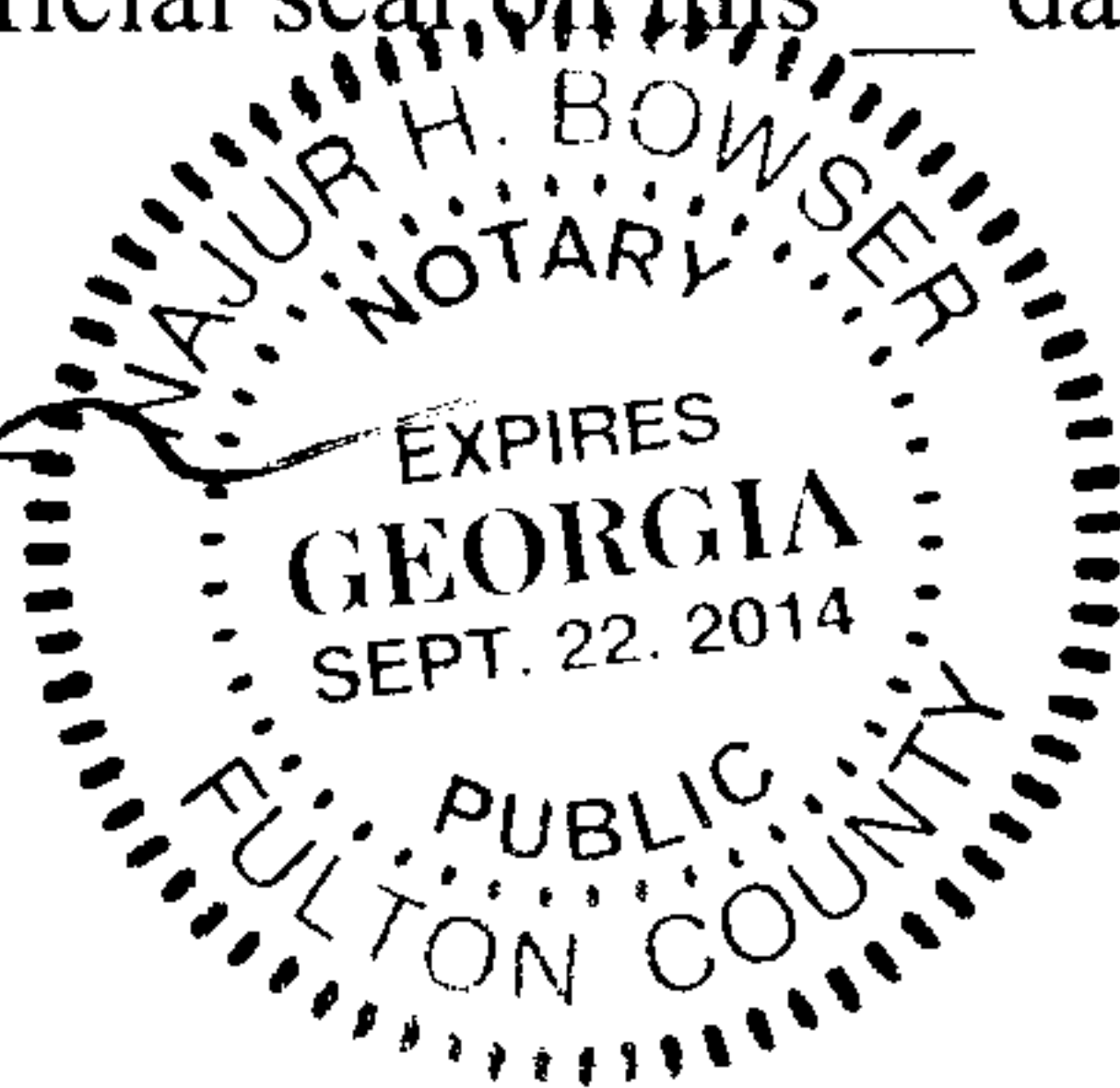
STATE OF GEORGIA  
COUNTY OF WINNETT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Emilyn Eason, acting in his/her capacity as attorney for BANK OF AMERICA, N.A., 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/she, as such attorney and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Transferee acting in his/her capacity as attorney for BANK OF AMERICA, N.A..

Given under my hand and official seal on this JAN 23 day of 2014.

  
Notary Public  
My Commission Expires:

(Notary Seal)





AFFP  
FC/MOSING, CARLA

## Affidavit of Publication

STATE OF ALABAMA }  
COUNTY OF SHELBY } SS

Tim Prince, being duly sworn, says:

That he is Publisher of the Shelby County Reporter, a weekly newspaper of general circulation, printed and published in Columbiana, Shelby County, Alabama; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

December 18, 2013, December 25, 2013, January  
01, 2014

That said newspaper was regularly issued and circulated on those dates.

The sum charged by the Newspaper for said publication does not exceed the lowest rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper in which the public notice appeared.

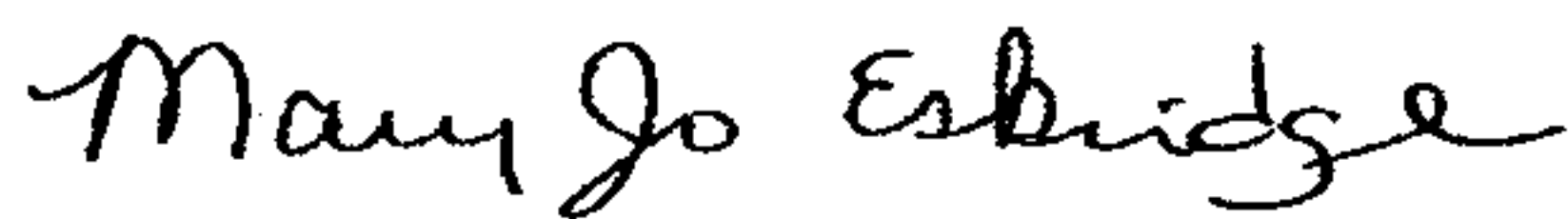
There are no agreements between the Shelby County Reporter and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

SIGNED:



Publisher

Subscribed to and sworn to me this 1st day of January  
2014.



Mary Jo Eskridge, Notary Public, Shelby County, Alabama

My commission expires: April 13, 2014

04123445 00069833

Better Choice Notice Solutions Inc.  
9035 Wadsworth Parkway  
Suite 4100  
Westminster, CO 80021

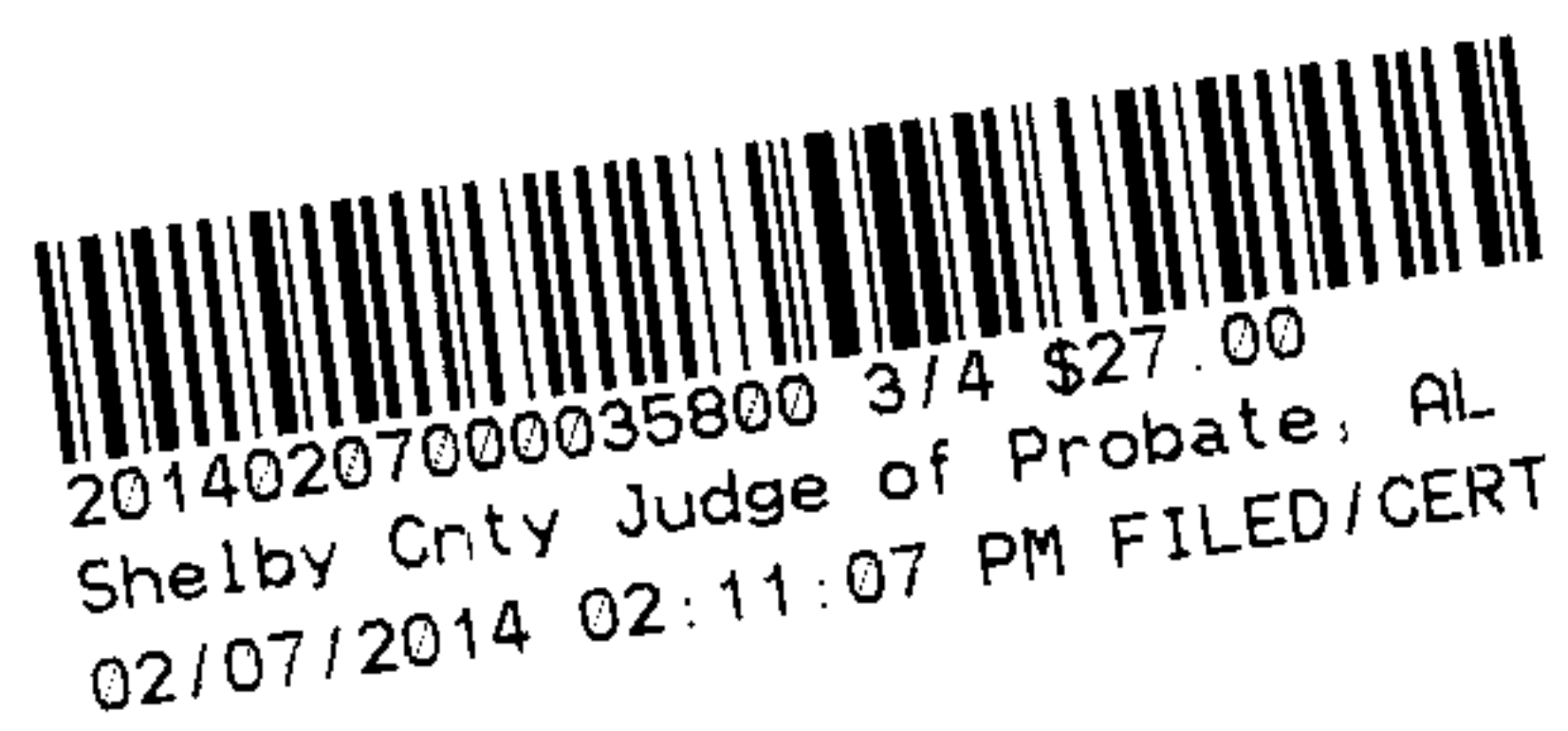
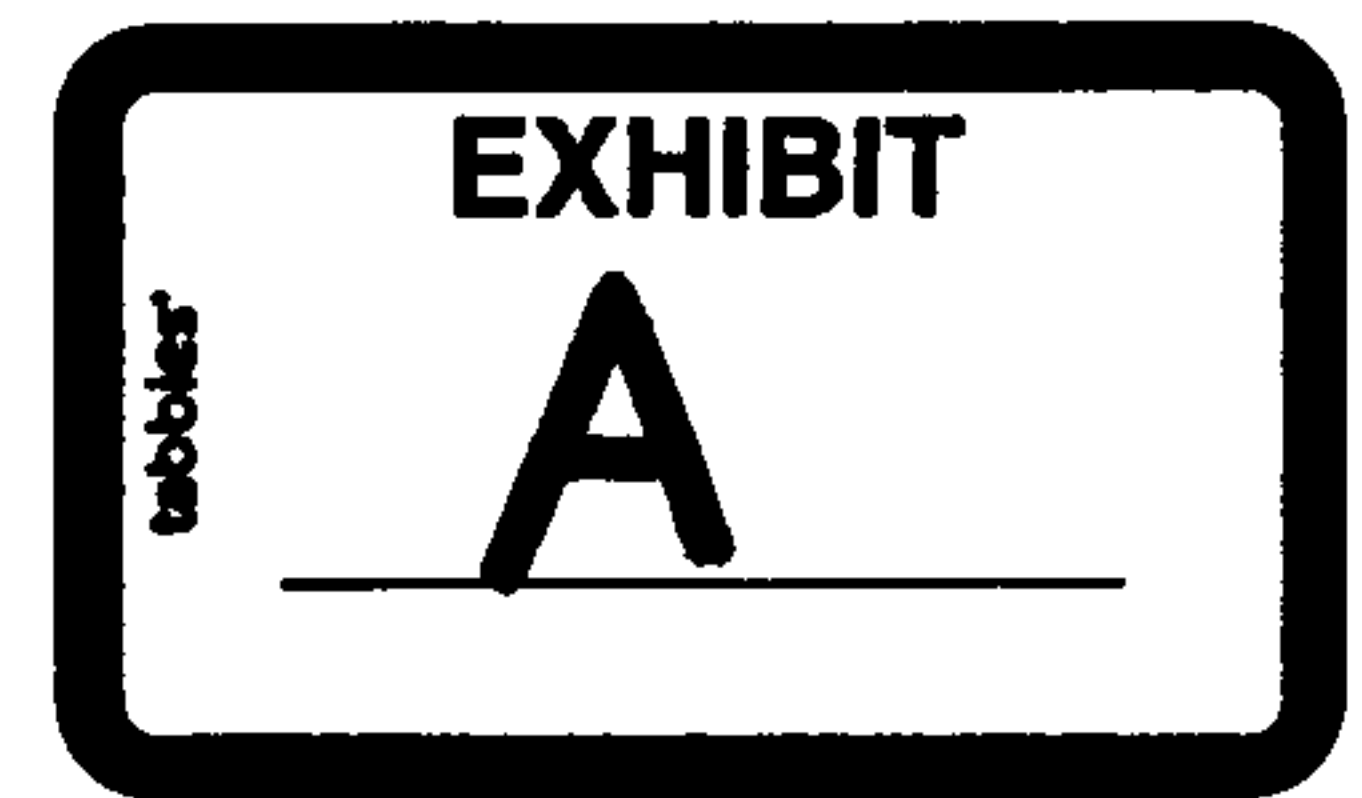
LEGAL NOTICE

NOTICE OF SALE  
UNDER POWER  
FORECLOSURE NOTICE

Default having been made in the payment of the indebtedness secured by that certain mortgage executed by CARLA S MOSING, AN UNMARRIED WOMAN, to MORTGAGE ELECTRONIC REGISTRATION SYSTEM LLC AS NOMINEE FOR DHI MORTGAGE COMPANY LTD, on the 31st day of August, 2009, said mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, on September 9, 2009, at Instrument Number 20090909000346020, Shelby County, Alabama Records, said Mortgage having subsequently been transferred and assigned to BANK OF AMERICA, N.A., by instrument recorded in , in the aforesaid Probate Office; notice is hereby given that the undersigned BANK OF AMERICA, N.A., as Mortgagee/Transferee, under and by virtue of the power of sale contained in said mortgage, will sell at public outcry to the highest bidder for cash, in front of the main entrance of the Courthouse in Columbiana, Shelby County, Alabama, on January 9, 2014, during the legal hours of sale, all of its right, title, and interest in and to the following described real estate, situated in Shelby County, Alabama, to-wit: LOT 92. ACCORDING TO THE SURVEY OF KENSINGTON PLACE, PHASE I, SECTOR I, AS RECORDED IN MAP BOOK 37, PAGE 147. IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. Said legal description being controlling, however the property is more commonly known as 1257 KENSINGTON BLVD, CALERA, AL 35040-5360. This property will be sold on an "as is, where is" basis, subject to any easements, encumbrances, and exceptions reflected in the mortgage and those contained in the records of the Office of the Judge of Probate in the county where the above-described property is situated. This property will be sold subject to the right of redemption of all parties entitled thereto and subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable). This sale is made for the purpose of paying the indebtedness secured by said mortgage, as well as the expenses of foreclosure. The Mortgagee/Transferee reserves the right to bid for and purchase the real estate and to credit its purchase price against the expenses of sale and the indebtedness secured by the real estate. This sale is subject to postponement or cancellation. BANK OF AMERICA, N.A., Mortgagee/Transferee THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Rubin Lublin, LLC, Attorney for Mortgagee/Transferee 100 Concourse Parkway, Suite 125, Birmingham, AL 35244 Telephone Number: (877) 813-0992 Case No. BAC-13-07223-1 Ad Run Dates: 12/18/2013, 12/25/2013, 01/01/2014 www.rubinelublin.com/property-listings.php Ad #63606: 2013-12-18 2013-12-25, 2014-01-01

Shelby County Reporter  
Dec. 18 and 25, 2013  
and Jan. 1, 2014

FC/MOSING, CARLA





# Real Estate Sales Validation Form

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

Grantor's Name Carla S. Masing  
Mailing Address 1257 Kensington Blvd.  
Calera, AL 35040


Grantee's Name Bank of America, N.A.  
Mailing Address 705 Corporate Drive  
PTX-A-274  
PLANO, TX 75024

Property Address 1257 Kensington Blvd.  
Calera, AL 35040

Date of Sale 1/9/14  
Total Purchase Price \$ 80,835.00

or  
Actual Value \$ \_\_\_\_\_

or  
Assessor's Market Value \$ \_\_\_\_\_

  
20140207000035800 4/4 \$27.00  
Shelby Cnty Judge of Probate, AL  
02/07/2014 02:11:07 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 ☐ Appraisal  
☐ Sales Contract ☐ Other  
☐ 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 2/5/14

Print Jocelyn Lora-Andrews

☐ Unattested  
(verified by) \_\_\_\_\_

Sign Jocelyn Lora-Andrews  
(Grantor/Grantee/Owner/Agent circle one)

Form RT-1