

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

STATE OF GEORGIA
COUNTY OF WINNETT

SOURCE OF TITLE: INSTRUMENT
NUMBER 20090512000177980, SHELBY
COUNTY, ALABAMA RECORDS

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, heretofore, on, to-wit: the 6th day of May, 2009, DONNA DANIEL MCNABB AND MICHAEL E. MCNABB, AS WIFE AND HUSBAND executed that certain mortgage on real property hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR RENASANT BANK, which said mortgage was recorded in the Office of the Judge of Probate in Shelby County, Alabama, on May 12, 2009, at Instrument Number 20090512000177980, Shelby County, Alabama Records, said Mortgage having subsequently been transferred and assigned to **BANK OF AMERICA, N.A.**, by instrument recorded in 20130923000381830, 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 **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 11/20/2013, 11/27/2013, 12/04/2013, that the property would be sold on December 11, 2013; and

WHEREAS, **BANK OF AMERICA, N.A.** at the place and date specified in said notices appeared and announced to those assembled that the December 11, 2013 sale was postponed to January 16, 2014, at the same place, and publication was made 12/18/2013 in accordance with Ala. Code § 6-8.69.

WHEREAS, on January 16, 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 One Hundred Twenty-Six Thousand Nine Hundred Ninety and 00/100 dollars (\$126,990.00), on the indebtedness secured by said mortgage; and **BANK OF AMERICA, N.A.**, by and through its undersigned counsel, does 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:


20140207000035830 1/3 \$25.00
Shelby Cnty Judge of Probate, AL
02/07/2014 02:31:58 PM FILED/CERT

LOT 91, ACCORDING TO THE PLAT OF HIDDEN FOREST, AS RECORDED IN MAP BOOK 35, PAGE 117, IN THE OFFICE OF THE JUDGE OF PROBATE 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 27 day of

January, 2014.

BANK OF AMERICA, N.A.

By: [Signature]
Printed Name: Emily Eason
Its: Attorney

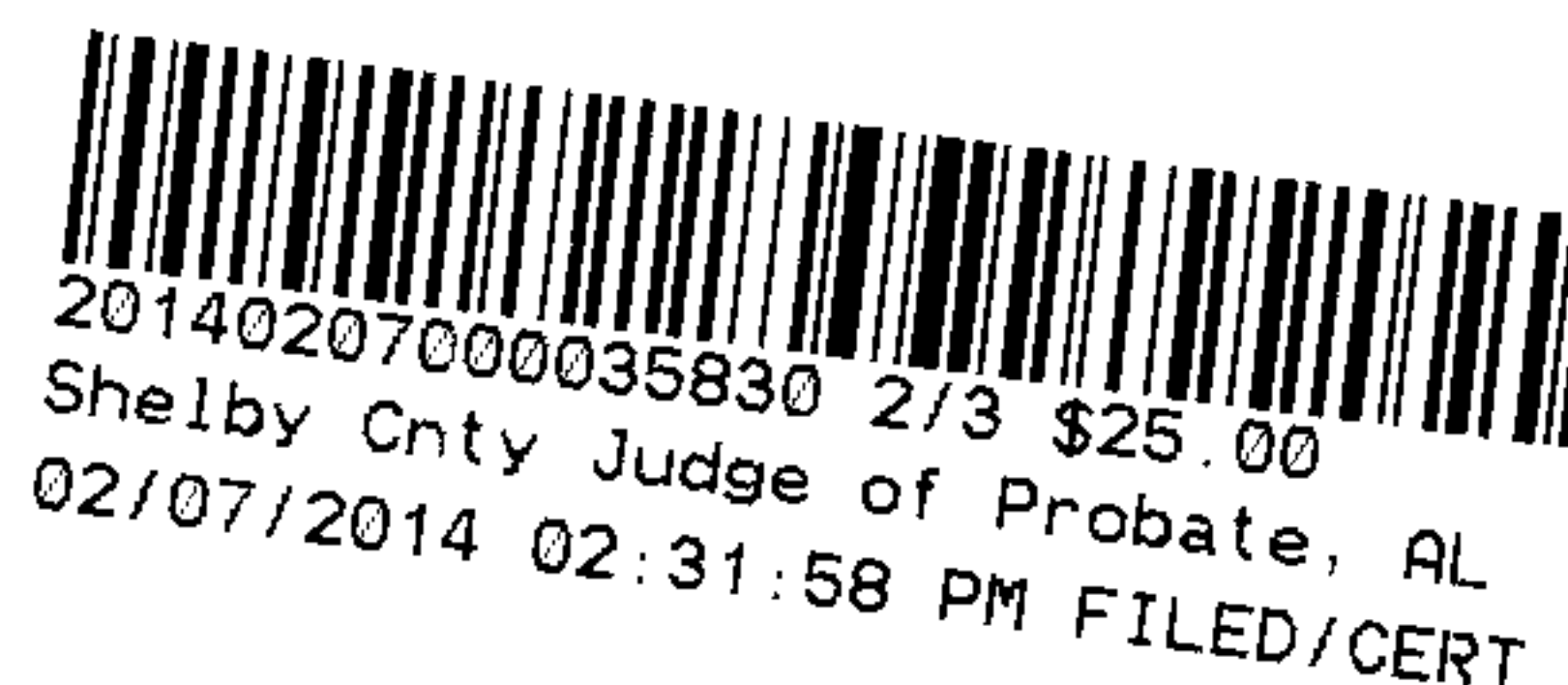
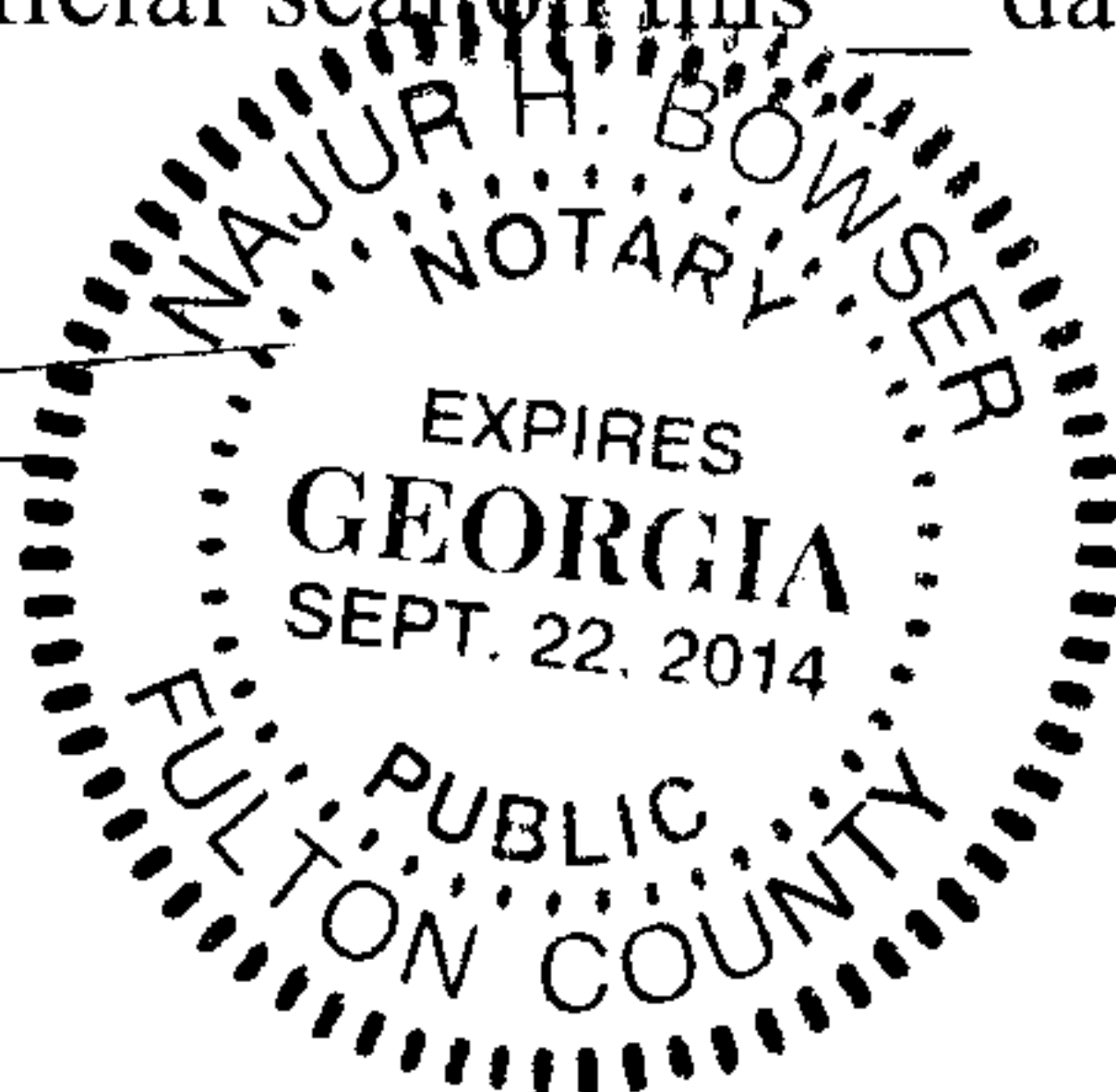
STATE OF GEORGIA
COUNTY OF GWINNETT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Emily 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 27 day of 2014, 20 .

[Signature]
Notary Public
My Commission Expires:

(Notary Seal)



Real Estate Sales Validation Form

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

Grantor's Name Donna Daniel McNabb & Michael E. McNabb
Mailing Address 3005 Hidden Forest Cove
Montevallo, AL 35115

Grantee's Name Bank of America, N.A.
Mailing Address 7105 Corporate Drive
PTX-A-274
PLANO, TX 75024

Property Address 3005 Hidden Forest Cove
Montevallo, AL 35115

Date of Sale 1/16/14
Total Purchase Price \$ 126,990.00

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 ☐ 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 Long-Andrews

☐ Unattested
☐ (verified by) _____

Sign [Signature]
Grantor/Grantee/Owner/Agent circle one

Form RT-1