SEND TAX NOTICE TO: Shelby Resources, Inc PO Box 419 Pelham, AL 35124

STATE OF ALABAMA

SHELBY COUNTY

20140402000093130 1/4 \$227.00 20140402000093130 1/4 \$227.00 Shelby Cnty Judge of Probate, AL 04/02/2014 09:44:49 AM FILED/CERT

Shelby County, AL 04/02/2014 State of Alabama

Deed Tax:\$200.00

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore, on, to-wit: the 20th day of July, 2007, Terry Wayne Barnes and Lynne Barnes, husband and wife, executed that certain mortgage on real property hereinafter described to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20070727000350590, said mortgage having subsequently been transferred and assigned to Nationstar Mortgage LLC, by instrument recorded in Instrument 20140206000033880, 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 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 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 the payment of the indebtedness secured by said mortgage, and the said Nationstar Mortgage LLC 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 <u>Shelby County Reporter</u>, a newspaper of general circulation published in Shelby County, Alabama, in its issues of February 19, 2014, February 26, 2014, and March 5, 2014; and

WHEREAS, on March 24, 2014, 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 Nationstar Mortgage LLC 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, Aaron Nelson as member of AMN Auctioneering, LLC was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the said Nationstar Mortgage LLC; and

WHEREAS, Shelby Resources, Inc was the highest bidder and best bidder in the amount of One Hundred Ninety-Nine Thousand Five Hundred Seventy-Three And 00/100 Dollars (\$199,573.00) on the indebtedness secured by said mortgage, the said Nationstar Mortgage LLC, by and through Aaron Nelson as member of AMN Auctioneering, LLC as auctioneer conducting said sale for said Transferee, does hereby remise, release, quit claim and convey unto Shelby Resources, Inc all of its right, title, and interest in and to the following described property situated in Shelby County, Alabama, to-wit:

Lot 248-A, according to the Resurvey of Lots 245 thru 249 Bent River Commons, 3rd Sector, as recorded in Map Book 28, page 119, in the Probate Office of Shelby County, Alabama.

The property is being conveyed herein 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 of the county where the above described property is situated; and furthermore, this property is being conveyed without warranty or recourse, express or implied, as to title, use and/or enjoyment and will be subject to the right of redemption of all parties entitled thereto; and by accepting this deed, Grantee releases any and all claims whatsoever against the law firm representing the Grantor hereunder and the auctioneer conducting said foreclosure sale; and furthermore, this conveyance is subject to being declared null and void in the event that the owner or a party claiming through the owner has filed a bankruptcy prior to the date of this foreclosure sale.







TO HAVE AND TO HOLD the above described property unto Shelby Resources, Inc, forever, subject, however, to the statutory rights of redemption from said foreclosure sale on the part of those 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, and other matters of record in the aforesaid Probate Office.

IN WITNESS WHEREOF, Nationstar Mortgage LLC, has caused this instrument to be executed by and through Aaron Nelson as member of AMN Auctioneering, LLC, as auctioneer conducting said sale for said Transferee, and said Aaron Nelson as member of AMN Auctioneering, LLC, as said auctioneer, has hereto set his/her hand and seal on this $25 \, \mathrm{day}$ of $100 \, \mathrm{max}$ 2014.

Nationstar Mortgage LLC

By: AMN Auctioneering, LLC

Its: Auctioneer

By: Aaron Nelson, Member

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Aaron Nelson, whose name as member of AMN Auctioneering, LLC acting in its capacity as auctioneer for Nationstar Mortgage LLC, 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, as such member and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company acting in its capacity as auctioneer for said Transferee.

Given under my hand and official seal on this <u>25</u> day of

Notary Public

My Commission Expires:

This instrument prepared by: Ginny Rutledge SIROTE & PERMUTT, P.C.

P. O. Box 55727

2014.

Birmingham, Alabama 35255-5727



Shelby Cnty Judge of Probate, AL 04/02/2014 09:44:49 AM 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	Terry Wayne Barnes & Lynne Barnes 8010 Mitchell Lane Birmingham, AL 35216	Mailing Address	Shelby Resources, Inc P O Box 419 Pelham, AL 35124-0419
Property Address	8010 Mitchell Lane Birmingham, AL 3521	•	
20140402000093130 4/4 \$2 Shelby Cnty Judge of Pro 04/02/2014 09:44:49 AM F	227.00 bate, AL	Actual Value or or Assessor's Market Value	\$
•			
If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.			
	d mailing address - provide their current mailing address.	Instructions he name of the person or pe	rsons conveying interest
Grantee's name ar to property is being	nd mailing address - provide t g conveyed.	the name of the person or pe	ersons to whom interest
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.			
excluding current uresponsibility of val	led and the value must be deservation, of the property uing property for property tax of Alabama 1975 § 40-22-1 (Alabama 1975)	as determined by the local of purposes will be used and	
accurate. I further t		tements claimed on this forn	ed in this document is true and nay result in the imposition
Date 3/31/14		Print Michael D. Phili	lips, President
Unattested	(verified by)	Sign Michael (Grantor/Grante	e/Owner/Agent) circle one

Form RT-1