

Send Tax Notice To:
Wells Fargo Bank, N.A.
c/o Wells Fargo Home Mortgage
11200 W. Parkland Avenue
Milwaukee, WI 53224

When Recorded Return to:
David Sigler, Esq.
Morris|Hardwick|Schneider, LLC
One Independence Plaza, Suite 416
Birmingham, AL 35209

STATE OF ALABAMA)

COUNTY OF SHELBY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, heretofore, on, to-wit: the 12th day of August, 2011, Eric Joseph Gaut & Misty M Gaut, Husband and Wife, executed that certain mortgage on real property hereinafter described to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Synovus Mortgage Corp, which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 20110829000255240, said mortgage having subsequently been transferred and assigned to Wells Fargo Bank, N.A. ("Transferee"), by instrument executed on May 3, 2012 and recorded on May 7, 2012 in Instrument 20120507000160310, in the aforesaid Probate Office; 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 four (4) 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 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

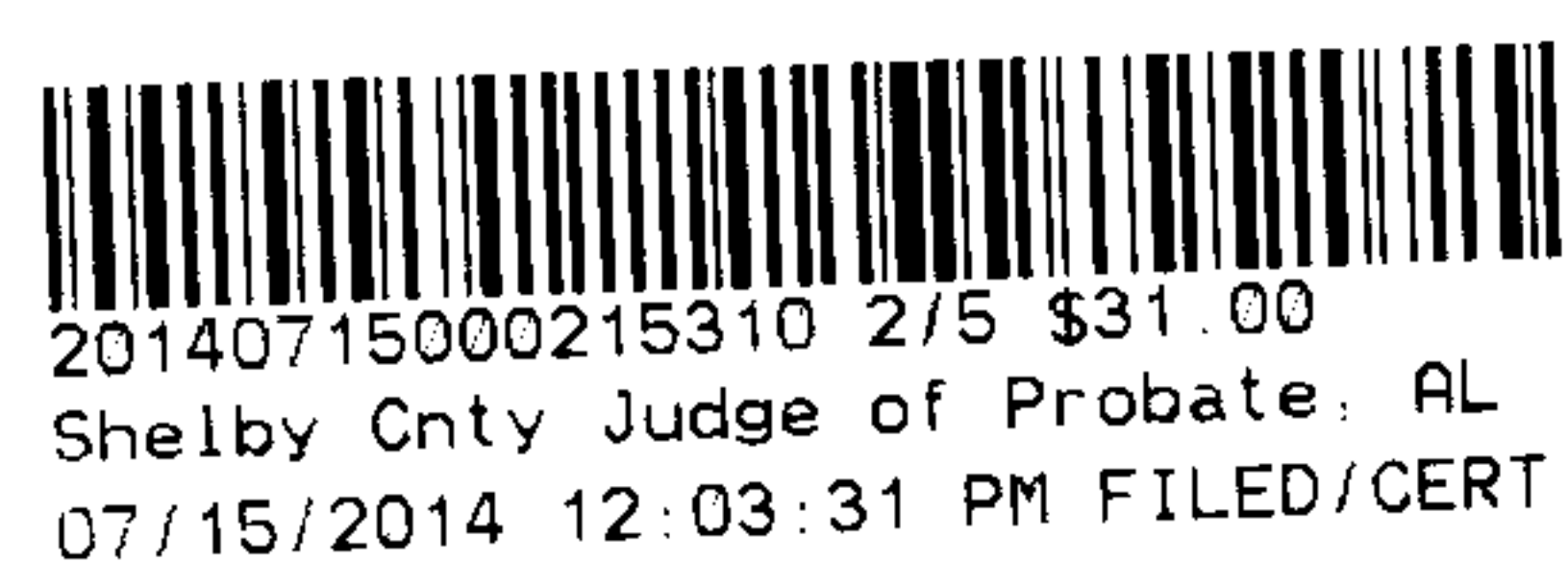
WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and

the said Wells Fargo 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 Alabama Messenger, a newspaper of general circulation published in Shelby County, Alabama, in its issues of April 9, 2014, April 16, 2014, April 23, 2014, April 30, 2014; and

WHEREAS, on June 3, 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 Wells Fargo 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, was the auctioneer and the person conducting the sale for said Wells Fargo Bank, N.A.; and

WHEREAS, Wells Fargo Bank, N.A., was the highest bidder and best bidder in the amount of One Hundred Thirty-Four Thousand One Hundred Ninety and 00/100 Dollars (\$134,190.00) on the indebtedness secured by said mortgage, the said Wells Fargo Bank, N.A., by and through David Sigler as attorney for said Transferee, does hereby convey unto Wells Fargo Bank, N.A. all of its right, title, and interest in and to the following described property situated in Shelby County, Alabama, to-wit:



Parcel I Commence at the Southeast corner of the Northeast quarter of the Southeast quarter of Section 16 Township 19 South, Range 2 West, thence from the East line of said quarter-quarter, turn to an angle to the left of 44 degrees 09 minutes and run in a Northwesterly direction a distance of 974 feet to the point of beginning; thence turn an angle to the left of 91 degrees 00 minutes and run in a Southwesterly direction a distance of 218.81 feet, thence turn an angle to the right of 91 degrees 21 minutes and run in a Northwesterly direction a distance of 381.70 feet, thence turn an angle to the right of 49 degrees 15 minutes 24 seconds and run in a Northerly direction a distance of 99.61 feet, thence turn an angle to the left of 48 degrees 56 minutes 06 seconds and run in a Northwesterly direction a distance of 207.93 feet to its intersection with the Southeast right-of-way line of Valley Dale Road, thence turn an angle to the right of 65 degrees 14 minutes 45 seconds and run in a Northeasterly direction along the Southeasterly right-of-way line of Valley Dale Road a distance of 22.02 feet; thence turn an angle to the right of 65 degrees 14 minutes 45 seconds and run in a Southeasterly direction a distance of 207.81 feet thence turn an angle to the right of 48 degrees 56 minutes 06 seconds and run in a Southerly direction a distance of 99.53 feet, thence turn an angle to the left of 49 degrees 15 minutes 24 seconds and run in a Southeasterly direction a distance of 222.73 feet, thence turn an angle to the left of 91 degrees 21 minutes and run in a Northeasterly direction a distance of 197.89 feet, thence turn an angle to the right of 91 degrees 00 minutes and run in a Southeasterly direction a distance of 149.31 feet to the point of beginning. Situated in Shelby County, Alabama. Parcel II Commence at the Southeast corner of the Northeast quarter of the Southeast quarter of Section 16, Township 19 South, Range 2 West, thence from the East line of said quarter-quarter turn in an angle to the left of 44 degrees 09 minutes and run in a Northwesterly direction a distance of 1,148.31 feet, thence turn in an angle to the left 91 degrees 00 minutes and run in a Southwesterly direction for a distance of 218.74 feet thence turn in an angle to the left of 88 degrees 39 minutes and run in a Southeasterly direction for a distance of 36.33 feet for the point of beginning. From the point of beginning, thus obtained continue along last described course for a distance of 40 feet thence turn an angle to the right of 105 degrees 00 minutes and run in a Southwesterly direction for a distance of 10 feet, thence turn an angle to the right of 89 degrees 27 minutes and run in a Northwesterly direction for a distance of 38.60 feet to the point of beginning. Parcel III Commence at the Southeast corner of the Northeast quarter of the Southeast quarter Section 16, Township 19 South, Range 2 West; thence from the East line of said quarter-quarter, turn an angle to the left of 44 degrees 09 minutes and run in a Northwesterly direction a distance of 1,148.31 feet to the point of beginning, from the point of beginning thus obtained thence turn an angle to the left of 91 degrees, and run in a Southwesterly direction a distance of 197.47 feet, thence turn an angle to the left of 88 degrees 39 minutes and run in a Southeasterly direction for a distance of 25.01 feet, thence turn an angle to the left of 91 degrees 21 minutes and run in a Northeasterly direction for a distance of 197.89 feet, thence turn an angle to the left of 89 degrees and run in a Northwesterly direction for a distance of 25 feet to the point of beginning.

TO HAVE AND TO HOLD the above described property unto Wells Fargo 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.



IN WITNESS WHEREOF, Wells Fargo Bank, N.A. has caused this indenture to be executed by and through David Sigler as attorney for said Transferee, and said David Sigler, as attorney for said Transferee, has hereto set his/her hand and seal on this the 6th day of June, 2014.

Wells Fargo Bank, N.A.

By:


David Sigler, Attorney for Transferee

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., 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. and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Transferee.

Given under my hand and seal of office this 6th day of June, 2014.


NOTARY PUBLIC

My Commission Expires: **My Commission Expires**
April 29, 2018

This instrument prepared by:

David Sigler, Esq.
Morris|Hardwick|Schneider, LLC
1 Independence Plaza
Suite 416
Birmingham, AL 35209



Real Estate Sales Validation Form

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

Grantor's Name: Eric Joseph Gaut Misty M. Gaut

Mailing Address: 99 Valleydale Court
Birmingham, AL 35244

Grantee's Name: Wells Fargo Bank, N.A.

Mailing Address: 11200 W. Parkland Avenue
Milwaukee, WI 53224

Property Address: 99 Valleydale Court
Birmingham, AL 35244

Date of Sale: June 3, 2014

Total Purchase Price \$ 134,190.00
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 Foreclosure Bid Amount

☐ 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 06/06/2014

Print Erica Caver

Unattested _____
(verified by)

Sign Erica Caver
Grantee



20140715000215310 5/5 \$31.00
Shelby Cnty Judge of Probate, AL
07/15/2014 12:03:31 PM FILED/CERT