

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, heretofore on, May 28, 2010, to wit, Joshua R. Herbinger, a married man and Shayna E. Herbinger, a married person, husband and wife, executed and delivered Wells Fargo Bank, N.A., a mortgage conveying to Wells Fargo Bank, N.A., the property hereinafter described, which said mortgage was given to secure an indebtedness there in mentioned, and which mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20100603000175790; said Mortgage having been transferred and assigned by Wells Fargo Bank, N.A. to Mortgage Electronic Registration Systems, Inc. (solely as nominee for Lender, Wells Fargo Bank, N.A., and Lender’s successors and assigns) by virtue of that certain Assignment of Mortgage dated August 23, 2010 and recorded in said Probate Office under Instrument Number 20100831000280330; said Mortgage having been further transferred and assigned by Mortgage Electronic Registration Systems, Inc. (solely as nominee for Lender, Wells Fargo Bank, N.A., and Lender’s successors and assigns) to Alabama Housing Finance Authority by virtue of that certain Assignment of Mortgage dated February 10, 2015 and recorded in said Probate Office under Instrument Number 20150211000045530; and

WHEREAS, it was provided in said mortgage that if a default was made in the payment of the note, and each and every installment thereof, evidencing the indebtedness secured by said mortgage as they or any part thereof became due, then Wells Fargo Bank, N.A., would have the right to declare the entire indebtedness secured by said mortgage due and payable at once and to sell the property conveyed by said mortgage at public outcry for cash at the Shelby County Courthouse door in the City of Columbiana, Alabama, after first giving notice of the time, place and terms of said sale for three weeks by publication in any newspaper then published in said County; and

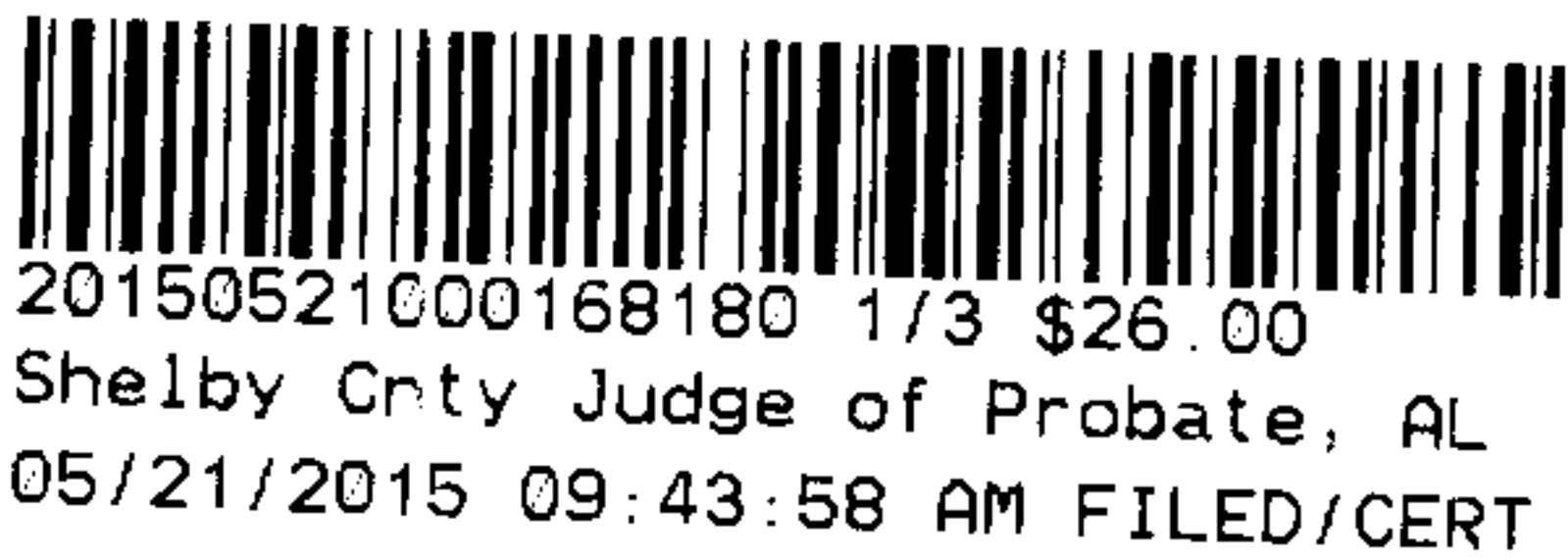
WHEREAS, it was further provided in said mortgage that in the event of such sale the said Assignee was authorized and empowered to purchase the property conveyed in said mortgage if the higher bidder therefore, the same as if it were a stranger to said conveyance and in such event the auctioneer or person making said sale was empowered, directed and authorized to execute a deed to such purchaser at said sale in the names of the Mortgagors; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and said Alabama Housing Finance Authority, as Assignee, did declare all of the indebtedness secured by said mortgage due and payable; and

WHEREAS, Alabama Housing Finance Authority, as Assignee, acting under the power of sale contained in said mortgage, did give notice for three weeks by weekly insertion in The Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of April 15, 2015, April 22, 2015 and April 29, 2015, that it would sell said property at the Shelby County Courthouse door in the City of Columbiana, Alabama, at auction to the highest bidder for cash, during the legal hours of sale on May 19, 2015; and

WHEREAS, after having given said notice, Alabama Housing Finance Authority, as Assignee, on the 19th day of May, 2015, during the legal hours of sale, did offer said property to the highest bidder for cash at the Shelby County Courthouse door in the City of Columbiana, Alabama; and

WHEREAS, Alabama Housing Finance Authority, as Assignee, being the highest, best and last bidder at said sale, became the purchaser of said property at and for the sum of One Hundred Nine Thousand Two Hundred and No/100 Dollars (\$109,200.00).




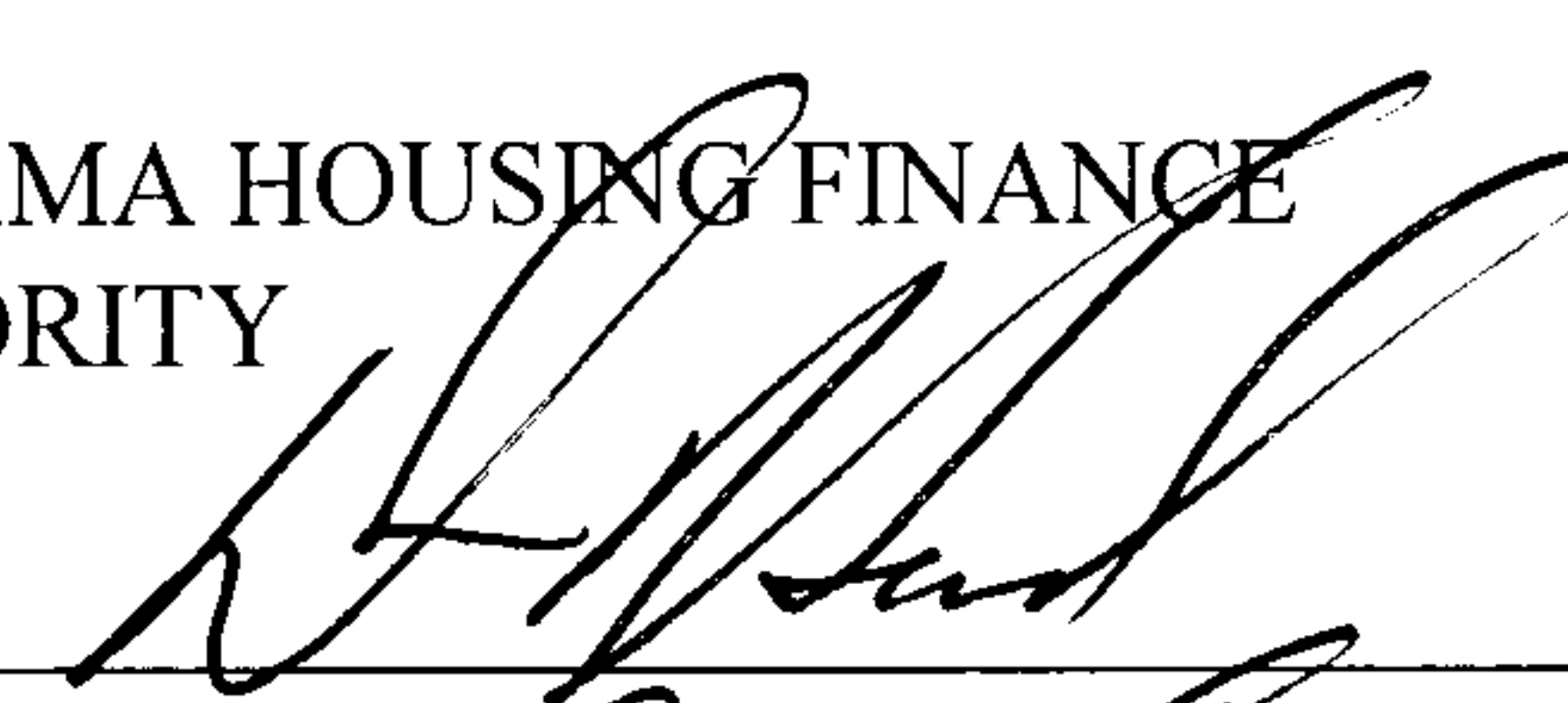
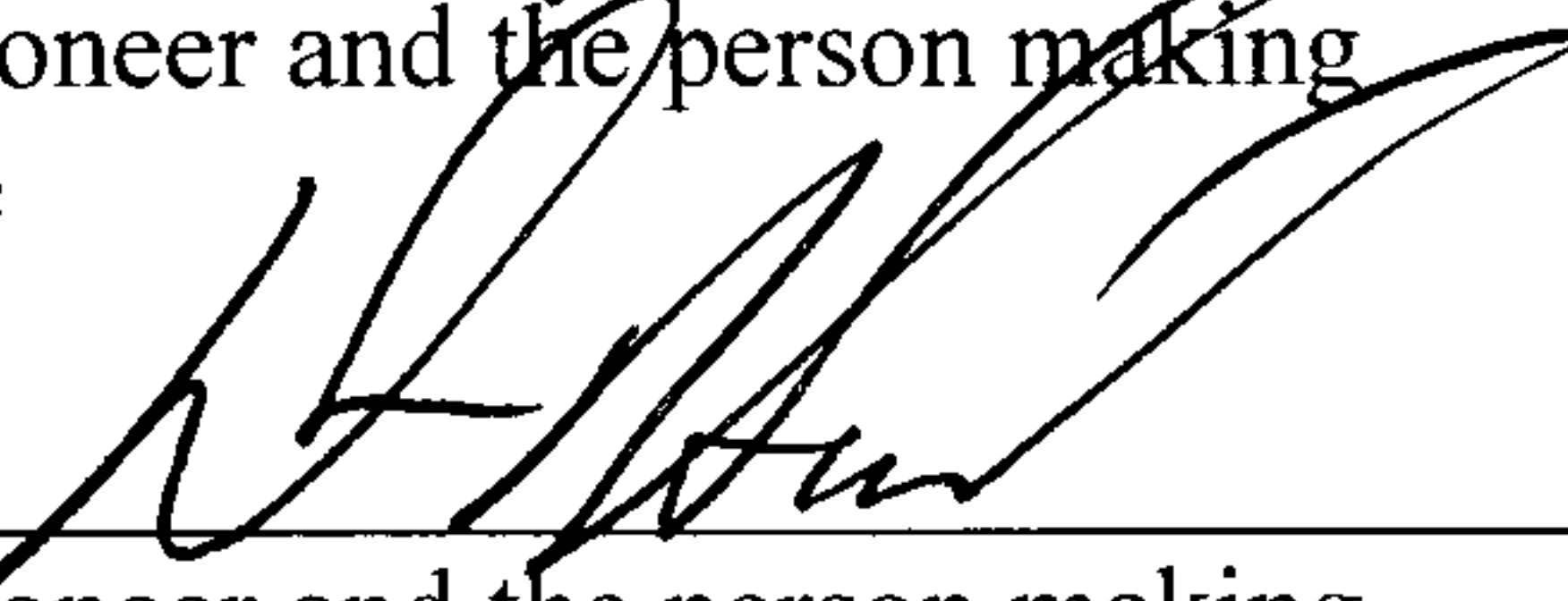
NOW, THEREFORE, Joshua R. Herbinger and Shayna E. Herbinger, by Dan Head, the auctioneer making said sale, and Dan Head, as said auctioneer, for and in consideration of the premises and the sum of One Hundred Nine Thousand Two Hundred and No/100 Dollars (\$109,200.00), applied by Alabama Housing Finance Authority, as Assignee, to the indebtedness secured by said mortgage, do hereby Grant, Bargain, Sell and Convey unto the said, Alabama Housing Finance Authority, its successors and assigns, the following described property, situated in Shelby County, State of Alabama, to-wit:

Lot 5 according to the Survey of South Forty, a Residential Subdivision as recorded in Map Book 11, Page 102, Shelby County, Alabama Records.

TO HAVE AND TO HOLD, the aforegranted property unto the said Alabama Housing Finance Authority, its successors and assigns, 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 of the State of Alabama. This conveyance is made subject to unpaid taxes and assessments, if any.

IN WITNESS WHEREOF, Joshua R. Herbinger and Shayna E. Herbinger, by Dan Head, the person making said sale, Alabama Housing Finance Authority, by Dan Head, as auctioneer and the person making said sale, and Dan Head, as auctioneer and the person making said sale, have caused this instrument to be executed on this, the 19th day of May, 2015.

JOSHUA R. HERBINGER AND
SHAYNA E. HERBINGER
By: 
As auctioneer and the person making
said sale

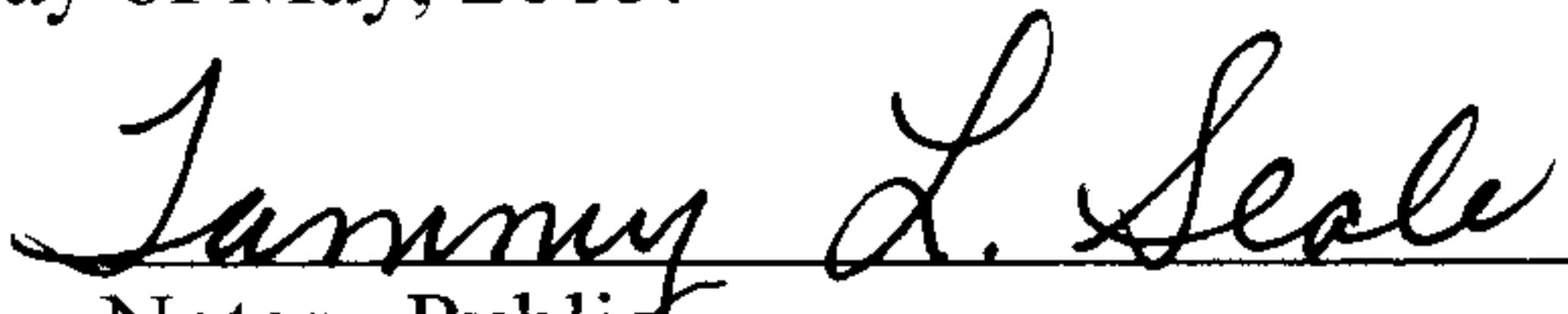
ALABAMA HOUSING FINANCE
AUTHORITY
By: 
As auctioneer and the person making
said sale
By: 
As auctioneer and the person making
said sale

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Dan Head, whose name as auctioneer and the person conducting said sale, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as auctioneer and the person making said sale, and with full authority, executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this 19th day of May, 2015.

(SEAL)


Notary Public
My commission expires: 09-07-2015

This instrument prepared by:
Bowdy J. Brown, Esq.
Sasser, Sefton & Brown, P.C.
Post Office Box 4539
Montgomery, AL 36103-4539
Our File No.: 49696.1641 Joshua R. Herbinger and Shayna E. Herbinger
**FOR AD VALOREM TAX PURPOSES: Alabama Housing Finance Authority, Post
Office Box 242928, Montgomery, AL 36124.**

Real Estate Sales Validation Form*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name Joshua R. Herbinger
 Shayna E. Herbinger
 Mailing Address See Below

Grantee's Name Alabama Housing Finance Authority
 Grantee's Address Post Office Box 242928
 Montgomery, Alabama 36124-2928
 (334) 244-9200

Property Address 5 South Forty Rd.
 Alabaster, AL 35007

Date of Sale 05/19/2015
 Total Purchase Price \$109,200.00
 or
 Actual Value \$ N/A
 or
 Assessor's Market Value \$ N/A

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 SALE - TAX EXEMPT**☐ 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 Code of Alabama 1975 § 40-22-1 (h).

Date 05/19/2015

____ Unattested

JCB [Signature]
 (verified by)

Print Alabama Housing Finance AuthoritySign [Signature]

(Grantor/Grantee/Owner/Agent) circle one
Bowdy J. Brown, Esq.
Sasser, Sefton & Brown, P.C.
Post Office Box 4539
Montgomery, Alabama 36103-4539
(334) 532-6144

