SEND TAX NOTICE TO:
Bank of America, N.A.
7105 Corporate Drive, Mail Stop PTX-C-35
Plano, TX 75024

STATE OF ALABAMA )

SHELBY COUNTY

20151019000363960 1/4 \$29.00 Shelby Cnty Judge of Probate, AL 10/19/2015 12:53:29 PM FILED/CERT

## FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore, on, to-wit: the 24th day of August, 2009, Carrie Elaine Gentry, an unmarried woman, executed that certain mortgage on real property hereinafter described to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Superior Bank, which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20090901000336930, said mortgage having subsequently been transferred and assigned to Bank of America, N.A., successor by merger to BAC Home Loans Servicing LP, fka Countrywide Home Loans Servicing LP, by instrument recorded in Instrument Number 20120705000235990, 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 Bank of America, 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 Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of August 19, 2015, August 26, 2015, and September 2, 2015; and

WHEREAS, on October 7, 2015, 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 Bank of America, 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, Red Mountain Title, LLC was the auctioneer which conducted said foreclosure sale and was the entity conducting the sale for the said Bank of America, N.A.; and

WHEREAS, Bank of America, N.A. was the highest bidder and best bidder in the amount of One Hundred Forty-Seven Thousand And 00/100 Dollars (\$147,000.00) on the indebtedness secured by said mortgage, the said Bank of America, N.A., by and through Red Mountain Title, LLC as auctioneer conducting said sale for said Transferee, 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:

Part of the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 20 south, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Northwest 1/4 of Northwest 1/4 of said Section 2 being marked by an existing 1/2 inch iron rebar, run in a southerly direction along the east line of said 1/4-1/4 section for a measured distance of 656.98 feet to an existing Number 4 iron rebar; thence turn an angle to the right of 106 degrees 37 minutes 59 seconds and run in a northwesterly direction for a distance of 198.04 feet to an existing iron rebar set by Weygand and being the point of beginning; thence continue in a northwesterly direction along last mentioned course for a distance of 416.96 feet to an existing Number 4 iron rebar; thence turn an angle to the right of 90 degrees 01 minutes 12 seconds and run in a northeasterly direction for a distance of 239.46 feet to an existing Number 4 iron rebar; thence turn an angle to the left of 26 degrees 03 minutes 08 seconds and run in a northwesterly direction for a distance of 342.13 feet to an existing Number 5 iron rebar; thence turn an angle to the right of 156 degrees 31 minutes 33 seconds and run in a southeasterly direction for a distance of 427.02 feet to a point in a lake; thence turn an angle to the left of 29 degrees 05 minutes 13 seconds and run in a southeasterly direction for a distance of 243.39 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 77 degrees 37 minutes 56 seconds and run in a southwesterly direction for a distance of 221.49 feet, more or less, to the Point of Beginning.

Also an easement being 30 feet in width and being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 - Northwest 1/4 of Section 2, Township 20 South, Range 1 West, Shelby County, Alabama and proceed South along the East boundary of said 1/4 -1/4 section for a distance of 656.80 feet; thence North 73 degrees 20 minutes 32 seconds West 615.00 feet to the Point of Beginning of herein described easement; thence continue along aforementioned course and along the South boundary of said easement North 73 degrees 20 minutes 32 seconds West 150.00 feet to a point on the Easterly right of way boundary of Shelby County Highway Number 47 (R/W 80 feet); thence North 27 degrees 46 minutes 43 seconds West along said right of way for 42.02 feet to a point on the North boundary of said easement; thence South 73 degrees 20 minutes 32 seconds East along the North boundary of said easement for 179.42 feet; thence South 16 degrees 39 minutes 28 seconds West 30.00 feet, back to the Point of Beginning of herein easement.

Subject to an easement for ingress, egress and public utilities being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Northwest 1/4 of Section 2, Township 20 South, Range 1 West, Shelby County, Alabama, and run in a southerly direction along the east line of said 1/4 -1/4 section for a distance of 656.98 feet to an existing Number 4 iron rebar; thence turn an angle to the right of 106 degrees 37 minutes 59 seconds and run in a northwesterly direction for a distance of 198.04 feet to an existing iron rebar set by Weygand and being the point of beginning; thence continue in a northwesterly direction along last mentioned course for a distance of 416.96 feet to an existing Number 4 iron rebar; thence turn an angle to the right of 90 degrees 01 minutes









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12 seconds and run in a northeasterly direction for a distance of 20.0 feet; thence turn an angle to the right of 85 degrees 35 minutes and run in a southeasterly direction for a distance of 417.31 feet; thence turn an angle to the right of 93 degrees 26 minutes 09 seconds and run in a southwesterly direction for a distance of 52.0 feet, more or less, to the Point of Beginning.

TO HAVE AND TO HOLD the above described property unto Bank of America, N.A. its successors/heirs 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 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, Bank of America, N.A., has caused this instrument to be executed by and through Red Mountain Title, LLC, as auctioneer conducting said sale for said Transferee, and said Red Mountain Title, LLC, as said auctioneer, has hereto set its hand and seal on this \_\_\_\_

Bank of America, N.A.

By: Red Mountain Title, LLC Its: Auctioneer

Lee Nach, Auctioneer

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lee Nash, whose name as auctioneer of Red Mountain Title, LLC, a limited liability company, acting in its capacity as auctioneer 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, as such auctioneer and with full authority, executed the same voluntarily 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 / day of \_

Notary Public

This instrument prepared by: Andy Saag SIROTE & PERMUTT, P.C.

P. O. Box 55727

Birmingham, Alabama 35255-5727

My Commission Expires:



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## Real Estate Sales Validation Form

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

Grantor's Name	Bank of America, N.A.	Grantee's Name	Bank of America, N.A.
Mailing Address	c/o Bank of America, N.A. 7105 Corporate Drive, Mail PTX-C-35 Plano, TX 75024	<u>Stop</u> Mailing Address	c/o Bank of America, N.A. 7105 Corporate Drive, Mail Stop PTX-C-35 Plano, TX 75024
Property Address	10468 Chelsea Road Chelsea, AL 35043	Date of Sale	10/07/2015
		Total Purchase Price or Actual Value	
		or Assessor's Market Value	\$
•	nentary evidence is not requir	form can be verified in the following do red) Appraisal <u>Cother Foreclosure Bid Price</u>	ocumentary evidence: (check one)
If the conveyance doc this form is not require	•	tion contains all of the required informa	tion referenced above, the filing of
· · · · · · · · · · · · · · · · · · ·	alse statements claimed on th	the information contained in this docunis form may result in the imposition of	
Date 10/07/2017		Print <u>Corey Johnson, Foreclos</u>	sure Specialist
Unattested	(verified by)	Sign 601 (Grantor/Grantee/C	Dwner(Agent) circle one

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