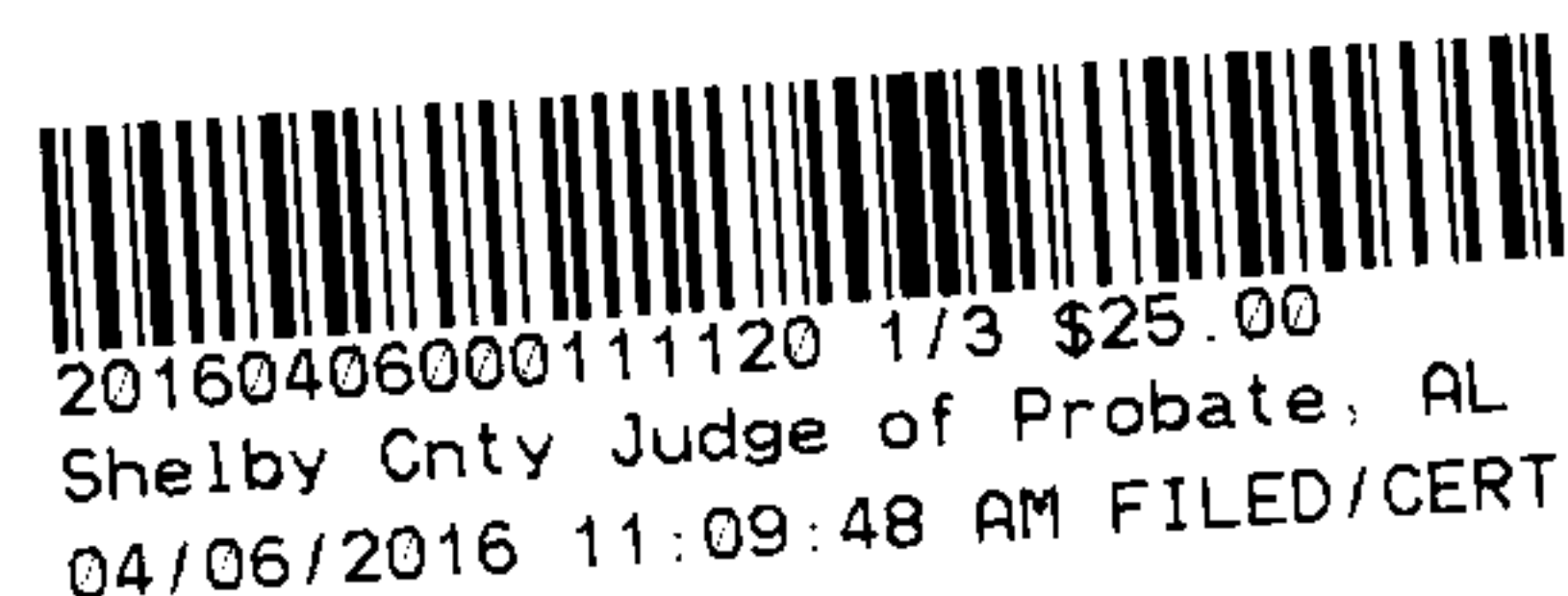


STATE OF ALABAMA)
COUNTY OF SHELBY)



FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that, whereas, heretofore on July 20, 2007, to-wit: David Grillo, an unmarried man, executed a mortgage to Mortgage Electronic Registration Systems, Inc., solely as nominee for Countrywide Home Loans, Inc., its successors and assigns, herein called the Mortgagee, which said mortgage was recorded on August 3, 2007, in Instrument No. 20070803000364270, Probate Records of Shelby County, Alabama, which conveyed the property hereinafter described to secure the indebtedness evidenced by a note, payable in installments, therein described; which said mortgage was subsequently assigned to The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of CWABS Inc., Asset-Backed Certificates, Series 2007-12, by assignment recorded August 2, 2012 in Instrument No. 20120802000281760, Probate Records of Shelby County, Alabama; and

WHEREAS, the said mortgage provides that if said indebtedness or any part thereof should remain unpaid at maturity, then the whole of indebtedness shall at once become due and payable and said mortgage be subject to foreclosure, and further provides that in the event of any such default the Mortgagee or its assigns shall have the authority to sell said property before the Courthouse door in the City of Columbiana, County of Shelby, State of Alabama, at public outcry for cash after first giving notice by publication once a week for three successive weeks of the time, place and terms of said sale in some newspaper of general circulation published in Shelby County, Alabama, and further provides that in the event of any such sale the person conducting such sale shall have power and authority to execute a deed to the purchaser of said property at such sale, and further provides that the Mortgagee or its assigns may bid and become the purchaser at such sale of the property therein; and

WHEREAS, parts of said indebtedness remained unpaid at the respective maturities thereof, and the whole of said indebtedness thereupon became due and payable, and default was made in payment thereof, and thereafter notice was published in The Shelby County Reporter, a newspaper of general circulation and published in Shelby County, Alabama, on March 2, 2016, March 9, 2016, and March 16, 2016, that the hereinafter described property would be sold at the Shelby County Courthouse at Columbiana, Alabama, at public outcry to the highest bidder for cash, within the legal hours of sale on March 29, 2016, and

WHEREAS, the said sale was held at the time and place stated in said notice, in strict conformity with the powers of sale contained in the said mortgage, at which sale **The Bank of New York Mellon f/k/a The Bank of New York, Trustee for the Benefit of the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2007-12**, became the purchaser of the hereinafter described property at and for the sum of \$35,671.71, cash, which was the highest, best, and last bid therefore; and

WHEREAS, the undersigned, Southern Title Services, Inc., conducted said sale and acted as auctioneer thereat, under and pursuant to an appointment as such by The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of CWABS Inc., Asset-Backed Certificates, Series 2007-12;

NOW THEREFORE, IN consideration of the premises David Grillo, an unmarried man, and The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of CWABS Inc., Asset-Backed Certificates, Series 2007-12, both acting by and through the undersigned as their duly constituted and appointed attorney-in-fact and auctioneer at said sale, do hereby grant, bargain, sell and convey unto the said **The Bank of New York Mellon f/k/a The Bank of New York, Trustee for the Benefit of the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2007-12**, the following described real property situated in Shelby County, Alabama, at 322 Ivy Ln., Vandiver, AL 35176, but in the event of a discrepancy, the legal description shall control to-wit:

Parcel 1:

A part of the SE 1/4 of the SW 1/4 Section 11, Township 18 South, Range 1 East, being more particularly described as follows: commence at the NE corner of the SE 1/4 of the SW 1/4 of Section 11, Township 18 South, Range 1 East; thence West along the North line of said 1/4 – 1/4 section a distance of 664.29 feet; thence turn an interior angle of 91 degrees 44 minutes 40 seconds left and run in a Southerly direction 907.08 feet to a point; thence turn and run 90 degrees 37 minutes to the left for a distance of 25.00 feet; thence 89 degrees 23 minutes to the left in a Northerly direction 310.33 feet to the Point of Beginning of the tract herein described; thence continue along last named course 109.61 feet; thence 87 degrees 43 minutes to the right in an Easterly direction 205.01 feet; thence 95 degrees 47 minutes 33 seconds to the right in a Southerly direction 229.24 feet; thence 118 degrees 48 minutes 27 seconds to the right in a Northwesterly direction 234.92 feet to the Point of Beginning. Being situated in Shelby County, Alabama.

Together with two, 25 foot non-exclusive easements being more particularly described as follows:

Easement #1:

Begin at the NE corner of the SE 1/4 of the SW 1/4 of Section 11, Township 18 South, Range 1 East, Shelby County Alabama; thence West along the North line of said 1/4 – 1/4 a distance of 664.29 feet to the Point of Beginning; thence turn an interior angle of 91 degrees 44 minutes 40 seconds and run in a Southerly direction a distance of 597 feet, more or less; thence turn an angle of 90 degrees 00 minutes 00 seconds left and run Northerly a distance of 597 feet more or less; thence turn 90 degrees 00 minutes 00 seconds left and run 25 feet back to the Point of Beginning.

Easement #2:

Begin at the NE corner of the SE 1/4 of the SW 1/4 of Section 11, Township 18 South, Range 1 East, Shelby County, Alabama; thence West along the North line of said 1/4 – 1/4 a distance of 664.29 feet to the Point of Beginning; thence turn to the left an interior angle of 91 degrees 44 minutes 40 seconds and run South a

distance of 25 feet to a point; thence turn right and run in a straight line and parallel to the North line of said 1/4 – 1/4 to the point where said straight line intersects the East right of way boundary of said County Road #50; thence turn to the right and run in a Northeasterly direction along said East right of way boundary to the point where said East right of way boundary intersects the North line of said 1/4 – 1/4 section; thence turn to the right and run in an Easterly direction along the North line of said 1/4 – 1/4 section to the point of beginning.

TO HAVE AND TO HOLD unto The Bank of New York Mellon f/k/a The Bank of New York, Trustee for the Benefit of the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2007-12, its successors and assigns forever, as fully and completely in all respects as the same could or ought to be conveyed to the said The Bank of New York Mellon f/k/a The Bank of New York, Trustee for the Benefit of the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2007-12, under and by virtue of the power and authority contained in the aforesaid mortgage. Subject, however, to the statutory rights of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, also subject to prior liens, ad valorem taxes, easements and restrictions of record.

IN WITNESS WHEREOF, the said David Grillo, an unmarried man, and The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of CWABS Inc., Asset-Backed Certificates, Series 2007-12 C, have hereunto set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the day and year first above written.

David Grillo, an unmarried man and The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of CWABS Inc., Asset-Backed Certificates, Series 2007-12 by Ditech Financial LLC

BY: Southern Title Services, Inc.
ITS: Auctioneer and Attorney-in-Fact

BY: Brandi T. Martin
Brandi T. Martin

STATE OF ALABAMA
COUNTY OF Madison

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Brandi T. Martin, whose name as auctioneer of Southern Title Services, Inc., acting in its capacity as auctioneer and attorney-in-fact for David Grillo, an unmarried man and The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of CWABS Inc., Asset-Backed Certificates, Series 2007-12, 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-in-fact and auctioneer, executed the same voluntarily on the day the same bears date.

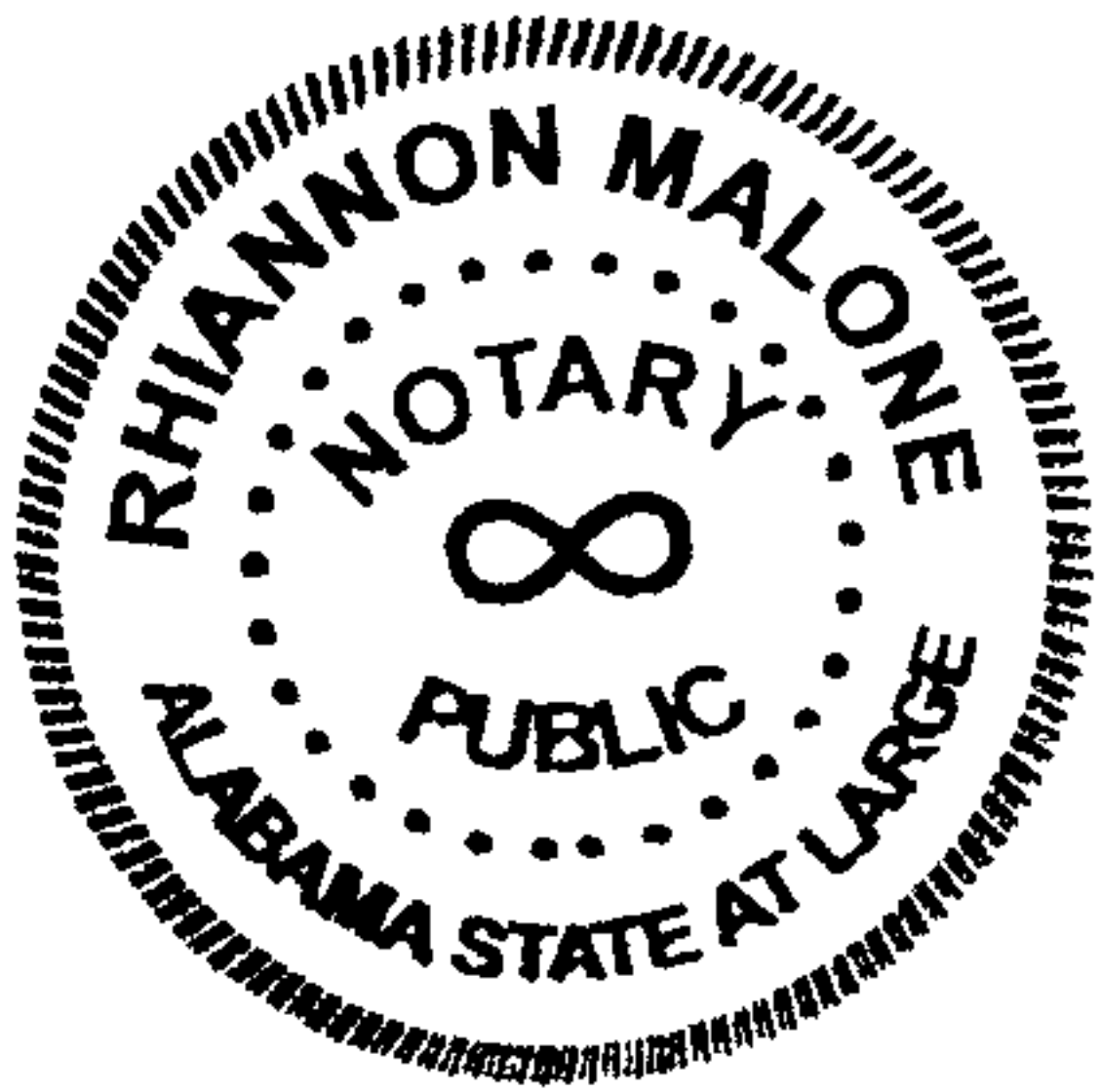
March IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31st day of March, 2016.


Rhianna Maloney
Notary Public
My Commission Expires: 11-26-17

THIS INSTRUMENT PREPARED BY:
ROBERT J. WERMUTH/anp
Stephens Millirons, P.C.
P.O. Box 307
Huntsville, Alabama 35804

Grantees Address:
7360 S. Kyrene Road
Tempe, AZ 85283

Grantors Address:
322 Ivy Ln
Vandiver, AL 35176




20160406000111120 2/3 \$25.00
Shelby Cnty Judge of Probate, AL
04/06/2016 11:09:48 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 David Grillo
Mailing Address 322 Ivy Ln.
Vandiver, AL 35176

Grantee's Name The Bank of New York Mellon...
Mailing Address 7360 S. Kyrene Road
Tempe, AZ 85283

Property Address 322 Ivy Ln.
Vandiver, AL 35176

Date of Sale 03/29/2016
Total Purchase Price \$

or
Actual Value \$

or
Assessor's Market Value \$



20160406000111120 3/3 \$25.00
Shelby Cnty Judge of Probate: AL
04/06/2016 11:09:48 AM FILED/CERT

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

☐ Sales Contract

☐ Closing Statement

☐ Appraisal

☒ Other - Bid at foreclosure sale - \$35,671.71

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 3/29/16

Print

Robert J. Wernuth

Sign

[Signature] Attorney

Unattested

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1