



20161130000437290 1/11 \$66.50  
Shelby Cnty Judge of Probate, AL  
11/30/2016 03:21:56 PM FILED/CERT

This instrument prepared by:  
Jeff G. Underwood, Attorney  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35205

Send Tax Notice to:

Vernon Thomas

Dawn Thomas

41 Thomas Lane  
Sterrett AL 35147

### **SPECIAL WARRANTY DEED**

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of Twenty-One Thousand Five Hundred And 00/100 Dollars (\$21,500.00) to the undersigned, The Bank of New York Mellon fka The Bank of New York, Trustee for the Benefit of the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2007-12, (herein referred to as Grantor) in hand paid by the Grantees herein, the receipt whereof is acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Vernon Thomas, and Dawn Thomas, (herein referred to as Grantees), the following described real estate situated in Shelby County, Alabama, to-wit:

Subject to:

1. Any item disclosed on that certain policy of title insurance obtained in connection with this transaction.
2. Ad valorem Taxes for the current tax year, which Grantees herein assume and agree to pay.
3. Easements, rights of ways, restrictions, covenants, conditions, reservations and limitations affecting the land.
4. All outstanding rights of redemption in favor of all persons entitled to redeem the property from that certain mortgage foreclosure sale evidenced by mortgage foreclosure deed recorded in Instrument No. 20160406000111120, in the Probate Office of Shelby County, Alabama.

This property is sold as is and grantor only warrants title from the time grantor obtained title until the date grantor conveys its interest in the aforesaid property to the grantee.

TO HAVE AND TO HOLD Unto the said Grantees, their heirs and assigns, forever.

Shelby County, AL 11/30/2016  
State of Alabama  
Deed Tax: \$21.50

82867623

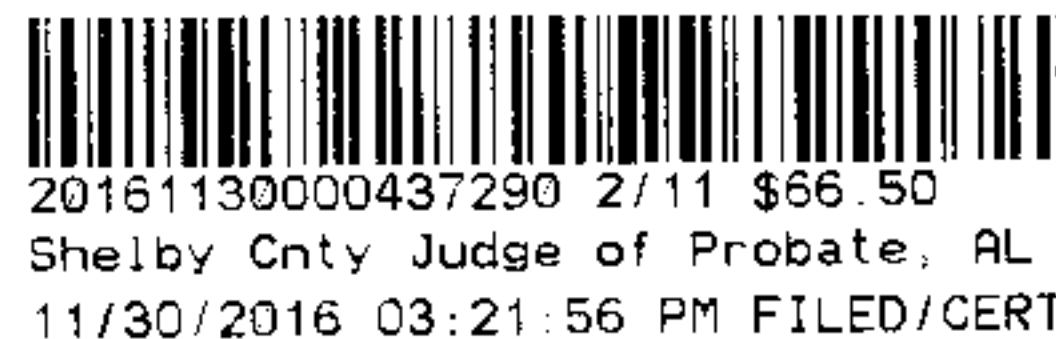
IN WITNESS WHEREOF, the said Grantor, has hereto set its signature and seal, this the 22nd day of November, 2016.

The Bank of New York Mellon fka The Bank of New York, Trustee for the Benefit of the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2007-12

By [Signature]  
By: Ditech Financial, LLC, fka Green Tree Servicing, LLC, as servicer with delegated authority for the trustee as attorney in fact  
Name: George Dumber  
Title: AVP

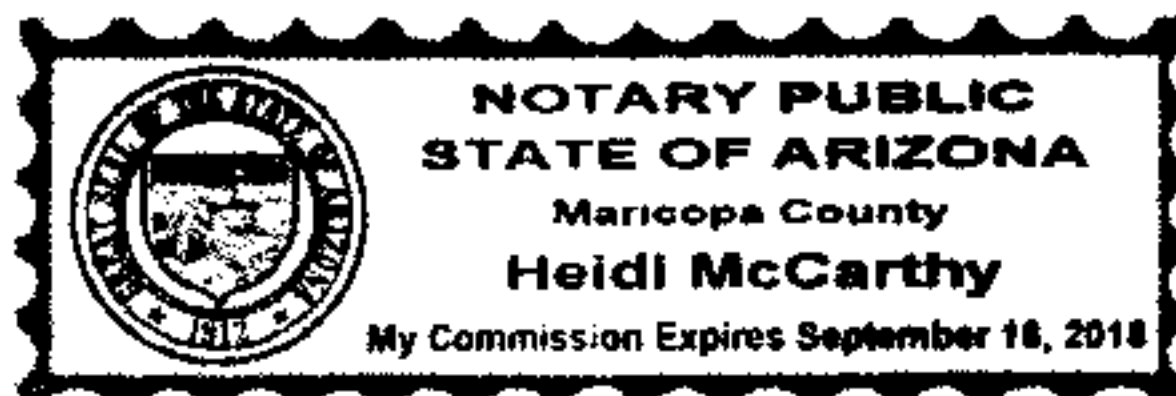
STATE OF Arizona

COUNTY OF Maricopa



I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that George Dumber, whose name as AVP of Ditech Financial, LLC, fka Green Tree Servicing, LLC, as servicer with delegated authority for the trustee, as Attorney in Fact for The Bank of New York Mellon fka The Bank of New York, Trustee for the Benefit of the Certificateholders of the 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 officer and with full authority, executed the same voluntarily for and as the act of said Corporation, acting in its capacity as Attorney in Fact as aforesaid.

Given under my hand and official seal, this the 22nd day of November, 2016.



[Signature]  
NOTARY PUBLIC  
My Commission expires:  
AFFIX SEAL

2016-000283

82867623

**Real Estate Sales Validation Form**

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

Grantor's Name The Bank of New York Mellon fka The Bank of New York, Trustee for the Benefit of the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2007-12

Grantee's Name Vernon Thomas, Dawn Thomas

Mailing Address \_\_\_\_\_

Mailing Address 41 Thomas Lane  
Steffett AL 35147

Property Address 322 Ivy Lane  
Vandiver, AL 35176

Date of Sale 11/29/2016  
Total Purchase Price \$21,500.00  
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)

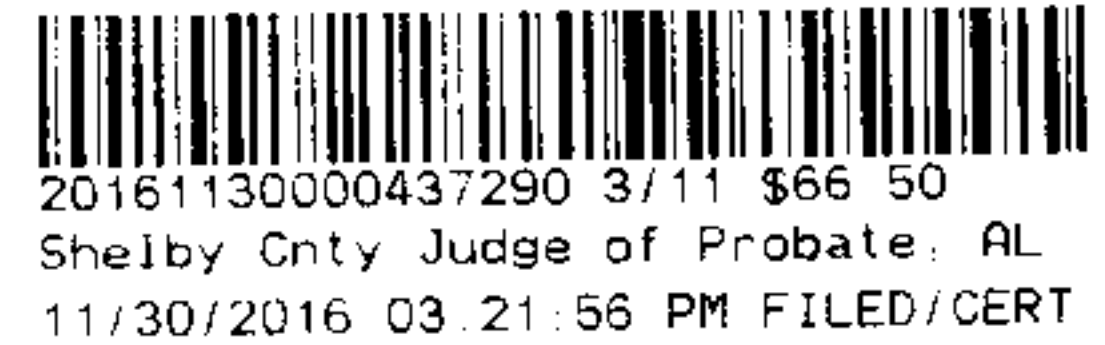
☐ Bill of Sale

☐ Appraisal

☒ Sales Contract

☐ Other \_\_\_\_\_

☐ 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 11/29/2016

☐ Unattested

\_\_\_\_\_  
(verified by)

Print

Vernon Thomas

Sign

Vernon Thomas

(Grantor/Grantee/Owner/Agent) circle one



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Shelby Cnty Judge of Probate AL  
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### Exhibit A

#### Parcel 1:

A part of the SE 1/4 of the SW 1/4 of Section 11, Township 18 South, Range 1 East, being More Particularly 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 the 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 91 degrees 44 minutes 40 seconds and run in a southerly direction a distance of 597 feet, more or less; thence turn an angle 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 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 and 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.



When Recorded Return To:  
Ditech Financial LLC  
Attn: Document Custody, T326  
7360 South Kyrene Rd  
Tempe, AZ 85283

1011165-6-8-1  
Hoyp

  
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MISC 327 505  
Recorded In Above Book and Page  
03/28/2016 07:51:24 AM  
PATRICK H DAVENPORT  
Judge of Probate  
Houston County, Alabama

## LIMITED POWER OF ATTORNEY

TO	DITECH FINANCIAL LLC - <i>Green River</i>
FROM	BANK OF NEW YORK MELLON
DEAL	BANA ABS SETTLEMENT a.k.a. BNY ABS SETTLEMENT a.k.a. BAC (ABS) or SLS (BNY)
TRANSFER DATE	FLOW AGREEMENT First Deal in June 2012
INVESTOR/TRUSTEE	BANK OF NEW YORK MELLON
TRUST	Numerous Trusts - See POA for List
ISSUE DATE	12/16/15
EXPIRATION DATE	12/16/17

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 Shelby Cnty Judge of Probate, AL  
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MISC 327 506

### LIMITED POWER OF ATTORNEY

Reference is hereby made to (x) each of the pooling and servicing agreements listed in Schedule I attached hereto, by and among The Bank of New York Mellon f/k/a The Bank of New York ("BNY Mellon"), as trustee, Countrywide Home Loans Servicing LP, as master servicer, Countrywide Home Loans, Inc., as seller, one or more additional sellers identified therein, and either of CWALT, Inc. or CWABS, Inc. or CWMBS, Inc., as depositor (each, a "Pooling and Servicing Agreement" and collectively, the "Pooling and Servicing Agreements"), and (y) that certain settlement agreement (the "Settlement Agreement"), dated as of June 28, 2011, by and among BNY Mellon, in its capacity as trustee or indenture trustee of certain mortgage-securitization trusts identified therein, Bank of America Corporation, Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP (f/k/a Countrywide Home Loans Servicing LP) (the "Master Servicer"), Countrywide Financial Corporation and Countrywide Home Loans, Inc. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Pooling and Servicing Agreements or the Settlement Agreement, as the context requires.

BNY Mellon, as Trustee under the Pooling and Servicing Agreements, hereby constitutes and appoints Ditech Financial LLC and its authorized officers (collectively, "Ditech") and each of them, its true and lawful attorneys-in-fact and agents, with full powers of substitution and resubstitution, for and in its name, place and stead, in any and all capacities, for the limited purpose of executing and recording any and all documents necessary to effect (i) a foreclosure of a Mortgage Loan, (ii) the disposition of an REO Property, (iii) an assumption agreement or modification agreement or supplement to the Mortgage Note, Mortgage, or deed of trust, (iv) defense of the Trustee in litigation and to resolve any litigation where Ditech has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement, which settlement shall release with prejudice all claims and liabilities against BNY Mellon and will not result in admission of guilt by BNY Mellon, (v) title claim resolution, including but not limited to settlement agreements or (vi) a reconveyance, deed of reconveyance or release or satisfaction of mortgage or such instrument releasing the lien of a Mortgage, (vii) the protection, enforcement and/or assignment of BNY Mellon's interest, as Trustee, in a Mortgage Loan, the property secured thereby, or the proceeds related thereto, including but not limited to preparation or execution of documents relating to tax sales, in each case solely in the performance of Ditech's duties and obligations in respect of Mortgage Loans that are then being subserviced by Ditech pursuant to a subservicing agreement (the "Subservicing Agreement") with the Master Servicer, then in effect in accordance with the terms of the Settlement Agreement. BNY Mellon also grants unto said attorneys-in-fact and agents, and each of them, subject to the foregoing limitations, the full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as might or could be done in person to effect items (i), (ii), (iii), (iv), (v), (vi) and (vii) above, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof; provided that this instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact and agents to do any act or execute any document on behalf of BNY Mellon not specifically described herein.

For the purposes of clarification, but not limitation, BNY Mellon grants unto said attorneys-in-fact and agents, and each of them the full power and authority to (x) execute, acknowledge, seal and deliver deeds, deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, tax authority notifications and other instruments of sale, conveyance and transfer, full or partial releases and subordinations, each appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary and proper to effect the execution, delivery, conveyance, recordation or filing of said documents; (y) execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on

http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=156764 [20150895140] 7 Pages



behalf of the Trustee in connection with foreclosure, bankruptcy and eviction actions; and (z) endorse and/or assign any borrower or Mortgagor's check or negotiable instrument received by Ditech as a payment under a Mortgage Loan.

Nothing in this Limited Power of Attorney shall be deemed to amend or modify the Pooling and Servicing Agreements, the Settlement Agreement, the applicable Subservicing Agreement or the respective rights, duties or obligations of Ditech thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder. Without limiting the generality of the foregoing, this Limited Power of Attorney does not provide, and shall not be read so as to provide, Ditech with the power to perform or undertake actions which Ditech is not authorized to take pursuant to the applicable Subservicing Agreement or that the Master Servicer is not authorized to take pursuant to the applicable Pooling and Servicing Agreement. In addition, each attorney-in-fact and agent is only authorized to act pursuant to this Limited Power of Attorney in a manner which complies with all applicable laws, rules and regulations.

Ditech shall indemnify, defend and hold BNY Mellon and its successors and assigns harmless, from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, arising out of, related to or in connection with any misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby. Acceptance of this Limited Power of Attorney by Ditech, or the taking by Ditech of any action pursuant to this Limited Power of Attorney, shall be deemed an agreement and acceptance by Ditech of this indemnity obligation.

The rights, power, and authority of said attorneys-in-fact and agents granted in this Limited Power of Attorney will commence and be in full force and effect on the date of execution and such rights, powers, and authority will remain in full force and effect until the earlier of (x) 11:59 p.m., New York City time, on the date that is 2 year[s] from such date and (y) the date, if any, on which Ditech is no longer an "Approved Subservicer" under the Settlement Agreement; provided, however, that BNY Mellon may terminate this Limited Power of Attorney prior to such date by delivering a written notice of revocation to Ditech, with a copy to the Master Servicer.

THE BANK OF NEW YORK MELLON F/K/A  
THE BANK OF NEW YORK, as Trustee

Witness:

Thomas R. Johnson

By:

Gerard F. Facendola  
Managing Director

Witness:

Antonia DePinto

By:

Gavin Tsang  
Vice President



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## ACKNOWLEDGEMENT

STATE OF NEW YORK §

COUNTY OF NEW YORK §

On the 16<sup>th</sup> day of December in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Gerard F. Facendola and Gavin Tsang, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed, the instrument.

Subscribed and sworn before me this 16<sup>th</sup> day of December, 2015.



NOTARY PUBLIC NAME:

My Commission expires:

RAFAL BAR  
NOTARY PUBLIC, State of New York  
No. 01BA6293822  
Qualified in Kings County  
Commission Expires Dec. 16, 2017



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**SCHEDULE 1****LIST OF POOLING AND SERVICING AGREEMENTS**

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2004-5

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2004-6

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2004-12

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2004-13

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2005-1

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2005-4

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE  
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THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2005-7

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2005-9

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2005-11

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2005-12

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2005-13

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2005-14

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2005-16

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2005-17

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE  
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THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2006-2

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2006-3

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE  
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THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
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THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
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THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2006-19

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2006-23

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2006-BC3

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2006-SPS2

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
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CERTIFICATEHOLDERS OF CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2007-BC1

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THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
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20150895140  
OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL



The foregoing instrument is an  
**electronically prepared**  
full, true and correct copy  
of the original record in this  
office.

Attest: 02/16/2016 11:12:16 AM

By *Helen Purcell* Recorder

To Verify this purchase visit

<http://recorder.maricopa.gov/recdocdata/verifycert.aspx?id=156764>

Recording Fee	29.00
TOTAL	29.00

Ret: Sivote & Permutt, PC.  
PO Box 55727  
B'ham, AL 35255