


**MORTGAGE FORECLOSURE DEED**

STATE OF ALABAMA  
COUNTY OF SHELBY

) James Edward Berry  
)

  
20171102000398600 1/3 \$24.00  
Shelby Cnty Judge of Probate: AL  
11/02/2017 02:34:11 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That James Edward Berry did to-wit, February 11, 2013, execute a mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for FirstBank, which mortgage is recorded in Instrument # at 20130212000061430 on February 12, 2013, in the Office of the Judge of Probate of Shelby County, Alabama, and secured indebtedness having been transferred or assigned to Wells Fargo Bank, NA as reflected by instrument recorded in Instrument #, 20160831000315560 of the same Office.

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage and the said Wells Fargo Bank, NA did declare all of the indebtedness secured by said mortgage due and payable and did give due and proper notice of the foreclosure of said mortgage, in accordance with the terms thereof, by publication in The Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of October 04, 2017, October 11, 2017 and October 18; and

WHEREAS, on November 2, 2017, the day on which the foreclosure sale was due to be held under the terms of said notice, at 2:25 o'clock a.m./p.m., between the legal hours of sale, said foreclosure sale was duly and properly conducted, and Wells Fargo Bank, NA did offer for sale and did sell at public outcry, in front of the courthouse door of the Shelby County, Alabama, Courthouse in the City of Columbiana, Alabama, the property hereinafter described; and

WHEREAS, the highest and best bid for cash obtained for the property described in the aforementioned mortgage was the bid of Wells Fargo Bank, NA, in the amount of \$142,044.50 which sum the said Wells Fargo Bank, NA offered to credit on the indebtedness secured by said mortgage, and said property was thereupon sold to the said Wells Fargo Bank, NA.

WHEREAS, said mortgage expressly authorized the mortgagee to bid at the sale and purchase said property, if the highest bidder therefore, and authorized the Mortgagee or Auctioneer or any person conducting said sale for the Mortgagee to execute to the purchaser at the said sale a deed to the property so purchased; and

NOW, THEREFORE, in consideration of the premises and of \$142,044.50, cash, the said James Edward Berry, acting by and through the said Wells Fargo Bank, NA, by Nicholas Cillo, as auctioneer and the person conducting the said sale for the Mortgagee or Transferee of Mortgagee, and the said Wells Fargo Bank, NA, by Nicholas Cillo, as said auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and Nicholas Cillo, as said auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, do hereby grant, bargain, sell and convey subject to the terms and conditions set forth in the notice of sale duly published under Alabama law and expressly disclaiming any implied warranty contemplated by § 35-4-271 of the Code of Alabama (1975) unto Wells Fargo Bank, NA, the following described real estate situated in SHELBY County, Alabama, to-wit:

**Lot 2, according to the Survey of First and Second Sectors of Sunnydale Estates, as recorded in Map Book 7, Page 75, in the Probate Office of Shelby County, Alabama.**

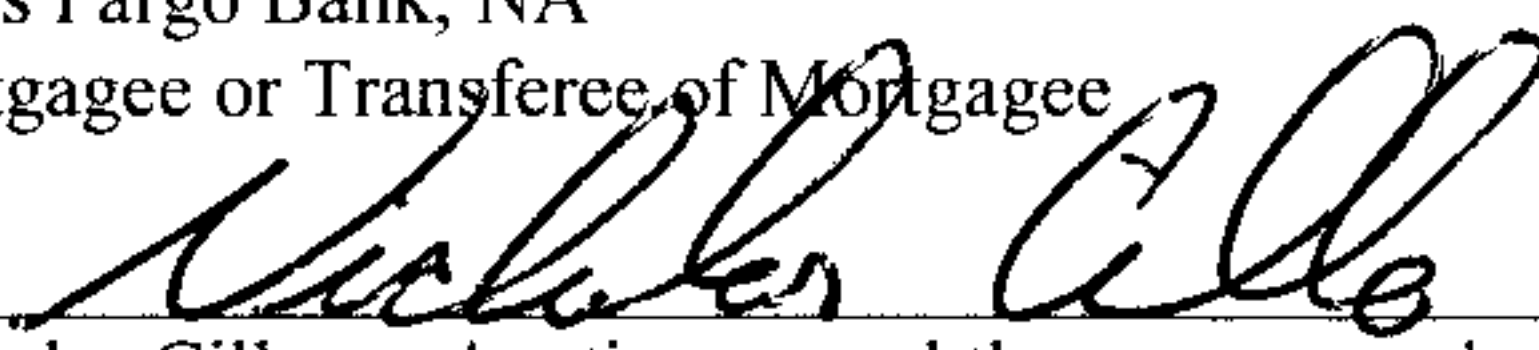
Subject to any and all outstanding and accrued ad valorem taxes, association dues, rights of way, easements and restrictions of record in the Probate Office of SHELBY County, Alabama and existing special assessments, if any, which might adversely affect the title to the above described property. The property is further conveyed subject to the redemption rights of those parties entitled to redeem under the laws of the State of Alabama or the United States.

TO HAVE AND TO HOLD THE above described property, forever; 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, and any taxes which may be due.


IN WITNESS WHEREOF, the said Wells Fargo Bank, NA, has caused this instrument to be executed by Nicholas Cillo, as auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee and in witness whereof the said Nicholas Cillo, has executed this instrument in his capacity as such auctioneer on this November 2, 2017.

James Edward Berry  
Mortgagors

Wells Fargo Bank, NA  
Mortgagee or Transferee of Mortgagee

By   
Nicholas Cillo, as Auctioneer and the person conducting said sale for the  
Mortgagee or Transferee of Mortgagee

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I, the undersigned, a Notary Public in and for said State and County, hereby certify that Nicholas Cillo, whose name as Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, 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, in his capacity as such Auctioneer and the person conducting said sale for the Mortgagee or Transferee of Mortgagee, and with full authority executed this instrument voluntarily on the day that bears that same date.

Given under my hand and official seal on November 2, 2017.



NOTARY PUBLIC  
MY COMMISSION EXPIRES: 9-24-2020

Instrument prepared by:  
Nicholas Cillo  
SHAPIRO AND INGLE, LLP  
10130 Perimeter Parkway, Suite 400  
Charlotte, NC 28216  
17-014013

Send Tax Notices to:  
Wells Fargo Bank, N.A.  
3476 Stateview Blvd  
MAC # X7801-013 (FC)  
Fort Mill, South Carolina 29715

# Real Estate Sales Validation Form

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

Grantor's Name James Edward Berry  
Mailing Address

Grantee's Name Wells Fargo Bank, NA  
Mailing Address 3476 Stateview Blvd  
MAC # X7801-013 (FC)  
Fort Mill, South Carolina 29715

Property Address 158 Linda Ln  
Montevallo, AL 35115

Date of Sale November 2, 2017

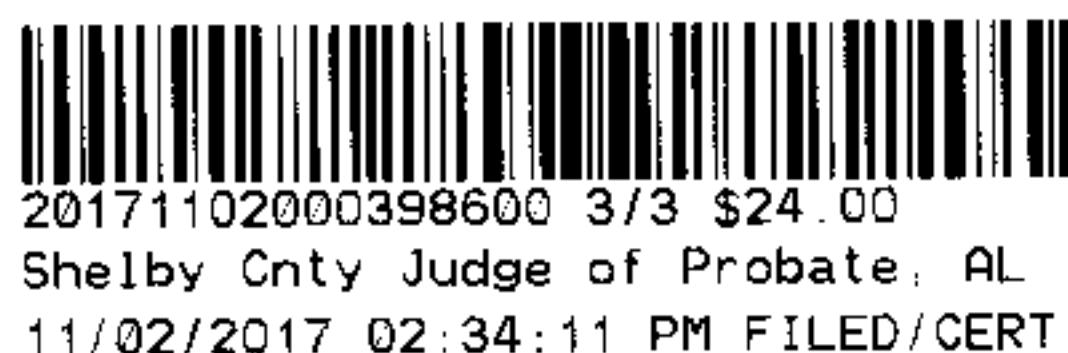
Total Purchase Price \$ 142,044.50

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  
☐ Sales Contract  
☐ Closing Statement

- ☐ Appraisal  
☒ Other Notice of Sale

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 of 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 11/02/2017

Unattested

(verified by)

Print Nicholas Cillo

Sign Nicholas Cillo

(Grantor/Grantee/Owner/Agent) circle one

Form RT - 1