

SEND TAX NOTICE TO:
Cahaba Home Designs LLC
5151 Flint Ct
Trussville, AL 35173

20210205000061330
02/05/2021 09:57:09 AM
FCDEEDS 1/4

STATE OF ALABAMA)

SHELBY COUNTY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore, on to wit, September 30, 2005, Jim Nerios and Kimberly Nerios, husband and wife, executed that certain mortgage on real property hereinafter described to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Americapital Funding Corp., which said mortgage was recorded in Instrument Number 20051010000527820 in the Office of the Judge of Probate of Shelby County, Alabama; said mortgage subsequently transferred and assigned to Wells Fargo Bank, N.A. by instrument recorded in Instrument Number 20160224000056810 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 Wells Fargo Bank, 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 January 10, 2021, January 17, 2021 and January 24, 2021; and

WHEREAS, on February 1, 2021, 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 Wells Fargo Bank, 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, Cahaba Home Designs LLC was the highest bidder and best bidder in the amount of Two Hundred Forty-Two Thousand One Hundred And 00/100 Dollars (\$242,100.00) on the indebtedness secured by said mortgage, the said Wells Fargo Bank, N.A., by and through Tiffany & Bosco, P.A., as attorney for said "Transferee", does hereby remise, release, quit claim and convey unto Cahaba Home Designs LLC all of its right, title, and interest in and to the following described property situated in Shelby, County, Alabama, to-wit:

Lot 80, according to the final record plat of Narrows Peak Sector, as recorded in Map Book 30, Page 37 A and B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the nonexclusive easement to use the common areas as more particularly described in the Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 2000-9755, as amended by Instrument No. 2000-17136; Instrument No. 2000-36996 and Instrument No. 2001-38328, Instrument No. 20020905000424180 and Instrument No. 20021017000508250 all recorded in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the Declaration).

The property is being conveyed herein on an "as is, where is" basis subject to any easements, encumbrances, and exceptions reflected in the mortgage and those contained in the records of the Office of the Judge of Probate of the county where the above described property is situated; and furthermore, this property is being conveyed without warranty or recourse, express or implied, as to title, use and/or enjoyment and will be subject to the right of redemption of all parties entitled thereto; and by accepting this deed, Grantee releases any and all claims whatsoever against the law firm representing the Grantor hereunder and the auctioneer conducting said foreclosure sale; and furthermore, this conveyance is

subject to being declared null and void in the event that the owner or a party claiming through the owner has filed a bankruptcy prior to the date of this foreclosure sale.

TO HAVE AND TO HOLD the above described property unto Cahaba Home Designs LLC, 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, Wells Fargo Bank, N.A., has caused this instrument to be executed by and through Tiffany & Bosco, P.A., as attorney for said "Transferee" and said Tiffany & Bosco, P.A., as said attorney, has hereto set its hand and seal on this 4th day of February, 2021.

Wells Fargo Bank, N.A.

By: Tiffany & Bosco, P.A.

Its: Attorney

By:

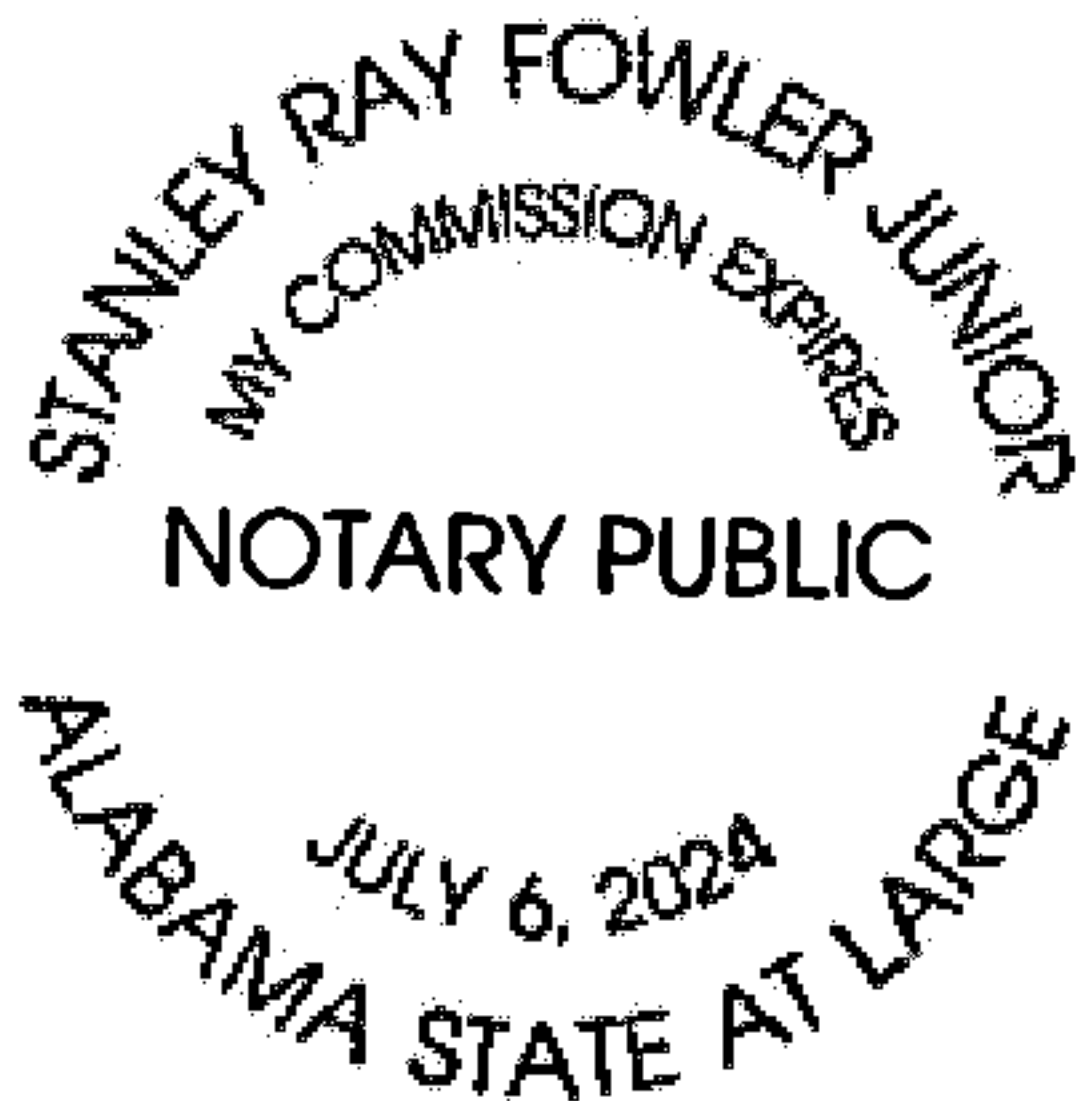
Andy Saag, Esq.

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Andy Saag, whose name as attorney of Tiffany & Bosco, P.A., a professional association, acting in its capacity as attorney for Wells Fargo Bank, 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 said conveyance, he/she, as such attorney and with full authority, executed the same voluntarily for and as the act of said professional association, acting in its capacity as attorney for said "Transferee".

Given under my hand and official seal on this 4 day of February, 2021



Notary Public

My Commission Expires:

July 6, 2024

This instrument prepared by:
Andy Saag, Esq.
TIFFANY & BOSCO, P.A.
2311 Highland Avenue South
Suite 330
Birmingham, Alabama 35205
TB File No.: 20-04949

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

Grantor's Name Wells Fargo Bank, N.A. Grantee's Name Cahaba Home Designs LLC

Mailing Address c/o Wells Fargo Bank, N.A.
successor by merger with Wells
Fargo Home Mortgage, Inc.Mailing Address 5151 Flint Ct
Trussville, AL 351733476 Stateview Boulevard MAC
#X7801-014
Fort Mill, SC 29715Property Address 357 Narrows Dr,
Birmingham, AL 35242Date of Sale February 1, 2021Total Purchase Price \$242,100.00

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 Foreclosure Bid Price☐ 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.

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 2/3/2021Print Tiffany SidesSign Tiffany Sides☐ Unattested

(verified by)

(Grantor / Grantee / Owner / Agent) circle one

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/05/2021 09:57:09 AM
\$275.50 CHERRY
20210205000061330*Allen S. Bayl***Form RT-1**