

SEND TAX NOTICE TO:

Sam Meredith
P. O. Box 1329
CALERA, AL 35040

20220913000355550
09/13/2022 02:48:04 PM
FCDEEDS 1/4

STATE OF ALABAMA)

SHELBY COUNTY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore, on to wit, December 10, 1993, Debra R. Sanford, an unmarried woman, executed that certain mortgage on real property hereinafter described to Heritage Home Mortgage Corporation, which said mortgage was recorded in Instrument Numer 1993-40720 and modified in Instrument Number 20170616000212810, executed by Debra R. Eberlein and James Weyburn Eberlein in the Office of the Judge of Probate of Shelby County, Alabama; said mortgage subsequently transferred and assigned to Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc., f/k/a Norwest Mortgage, Inc. by instrument recorded in Instrument Number 1995-23340 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. successor by merger to Wells Fargo Home Mortgage, Inc., f/k/a Norwest Mortgage, Inc. 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 July 17, 2022, July 24, 2022 and July 31, 2022; and

WHEREAS, on August 30, 2022, 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.

successor by merger to Wells Fargo Home Mortgage, Inc., f/k/a Norwest Mortgage, Inc. 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, Sam Meredith was the highest bidder and best bidder in the amount of Twenty-Five Thousand Two Hundred Sixty-Five And 39/100 Dollars (\$25,265.39) on the indebtedness secured by said mortgage, the said Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc., f/k/a Norwest Mortgage, Inc., by and through Tiffany & Bosco, P.A., as attorney for said Transferee, does hereby remise, release, quit claim and convey unto Sam Meredith all of its right, title, and interest in and to the following described property situated in Shelby, County, Alabama, to-wit:

Parcel I:

Lots 1, 2, 3, and 4, Block 262, according to J.H. Dunstan's Survey of Calera, Shelby County, Alabama. Being situated in Shelby County, Alabama. Minerals and mining rights excepted.

Parcel II:

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 of Section 3, Township 24 North, Range 13 East, Shelby County, Alabama, lying adjacent to Lot 4, Block 262, according to the J.H. Dunstan's Map of Calera, Alabama, described as follows:

Begin at the Northeast corner of said Lot 4, thence run Westerly along the North line of said Lot 4 a distance of 149.99 feet to the Northwest corner of said lot; thence turn right 87 degrees 03 minutes 46 seconds a distance of 4.00 feet; thence turn right 92 degrees 56 minutes 14 seconds a distance of 149.00 feet to the Westerly side of 16th Street; thence right 87 degrees 02 minutes 21 seconds along said street a distance of 4.00 feet to the Point of Beginning.

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 Sam Meredith, 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. successor by merger to Wells Fargo Home Mortgage, Inc., f/k/a Norwest Mortgage, Inc., 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 12th day of September, 2022

Wells Fargo Bank, N.A. successor by merger to
Wells Fargo Home Mortgage, Inc., f/k/a Norwest
Mortgage, Inc.

By: Tiffany & Bosco, P.A.
Its: Attorney

By: 
Ginny Rutledge, Esq.

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ginny Rutledge, whose name as attorney of Tiffany & Bosco, P.A., a professional association, acting in its capacity as attorney for Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc., f/k/a Norwest Mortgage, Inc., 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 12th day of September, 2022.


Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES 03/28/2023

This instrument prepared by:
Ginny Rutledge, Esq.
TIFFANY & BOSCO, P.A.
2311 Highland Avenue South
Suite 330
Birmingham, Alabama 35205
TB File No.: 22-40463



