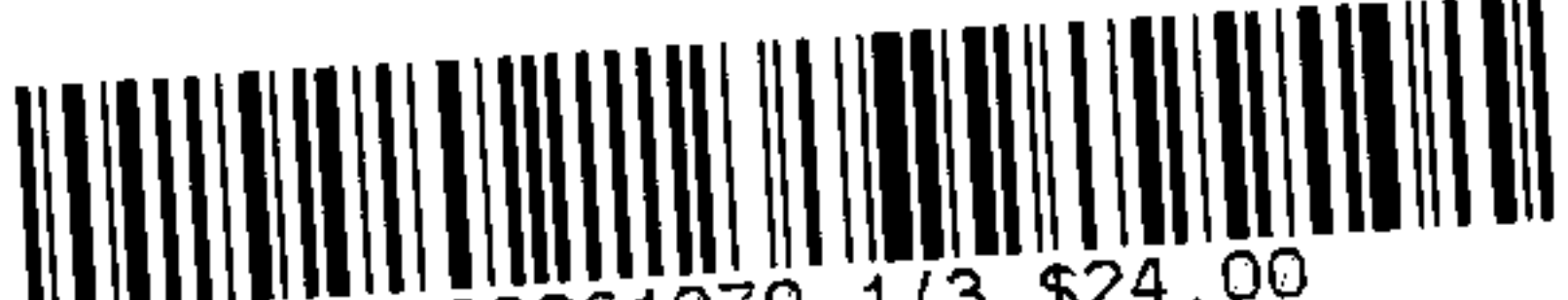


STATE OF ALABAMA )

SHELBY COUNTY )

  
20130626000261070 1/3 \$24.00  
Shelby Cnty Judge of Probate, AL  
06/26/2013 10:46:50 AM FILED/CERT

**DEED IN LIEU OF FORECLOSURE**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the amount owed to Grantee under that certain Note and Mortgage executed by Gregory Ussery a/k/a Gregory N. Ussery and Charlisa Ussery a/k/a Charlisa D. Ussery, husband and wife, to Countrywide Home Loans, Inc. dated the 18th day of March, 2004, recorded in Instrument Number 20040324000149590, in the Probate Office of Shelby County, Alabama; said mortgage subsequently transferred and assigned to Bank of America, N.A., recorded in Instrument Number 20130304000090260, in the aforesaid Probate Office; and for other good and valuable consideration the undersigned undersigned GREGORY USSERY A/K/A GREGORY N. USSERY, A SINGLE MAN, AND CHARLISA USSERY A/K/A CHARLISA D. USSERY, A SINGLE WOMAN (herein referred to as "Grantors"), do hereby grant, bargain, sell and convey unto BANK OF AMERICA, N.A. (herein referred to as "Grantee"), all of their right, title and interest in the hereinafter described real estate situated in Shelby County, Alabama, which said real estate is described as follows:

Lot 10, Block 2, according to the Map or Survey of Cahaba Valley Estates, First Sector, as recorded in Map Book 5, Page 84, in the Probate Office of Shelby County, Alabama.

This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove and is executed by the aforementioned Grantors.

It is understood and agreed that the lien and title of the Mortgage referred to hereinabove shall be merged in the title hereby conveyed ONLY in the event of the full effectiveness of this conveyance, according to the terms and provisions expressed herein, and that, if for any reason, this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance and any proceedings instituted under the Bankruptcy Code or otherwise, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title, and rights under the Mortgage, and the indebtedness secured thereby, and, in any such event, said Grantee shall have the right to proceed to a foreclosure of the Mortgage in all respects as if this instrument had not been executed and delivered to the Grantee. Further, it is the intent of the parties hereto, that the execution of the within conveyance by Grantors, and acceptance of delivery of this deed will not operate as a merger of the mortgage lien into the fee of the property in the event the mortgage lien is necessary to protect the Grantee herein from intervening claims or liens of third persons, which were junior to the lien of the Mortgage.

And the Grantors do assign and covenant with the said Grantee that they are lawfully seized of said premises in fee simple; that it is free from all encumbrances except as hereinabove stated; that they have a good right to sell and convey the same as aforesaid; and that they will, and their successors and assigns shall warrant and defend the same unto the said Grantee, its successors and assigns forever, against the lawful claims of any and all persons.

TO HAVE AND TO HOLD to the said Grantee, and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantors have hereunto set their signatures this the 10<sup>th</sup> day of March, 2013.

Gregory Ussery  
Gregory Ussery a/k/a Gregory N.  
Ussery

Charlisa Ussery  
Charlisa Ussery a/k/a Charlisa D.  
Ussery

**NOTARY ACKNOWLEDGEMENT**

STATE OF Alabama )  
Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gregory Ussery a/k/a Gregory N. Ussery, a single man, and Charlisa Ussery a/k/a Charlisa D. Ussery, a single woman, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 10<sup>th</sup> day of March, 2013.

Wanda Gail Zuss  
NOTARY PUBLIC

My Commission **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Aug 26, 2015**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

This Instrument Prepared By:  
Andy Saag, Esq.  
Sirote & Permutt, P.C.  
P.O. Box 55727  
Birmingham, AL 35255-5727





# Real Estate Sales Validation Form

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

|                  |   |                         |   |
|------------------|---|-------------------------|---|
| Grantor's Name   | <u>Gregory N. Ussery</u>                              | Grantee's Name          | <u>Bank of America, N.A.</u>  |
|                  | <u>Charlisa D. Ussery</u>                             |                         | <u>c/o Bank of America, N.A.</u>  |
| Mailing Address  | <u>400 Wilderness Road</u><br><u>Pelham, AL 35124</u> | Mailing Address         | <u>7105 Corporate Drive, Mail Stop</u><br><u>PTX-C-35</u><br><u>Plano, TX 75024</u> |
| Property Address | <u>400 Wilderness Road</u><br><u>Pelham, AL 35124</u> | Date of Sale            | <u>March 10, 2013</u>   |
|                  |   | Total Purchase Price    | \$ <u>                    </u>  |
|                  |   | or                      |   |
|                  |   | Actual Value            | \$132,982.00  |
|                  |   | or                      |   |
|                  |   | Assessor's Market Value | \$ <u>                    </u>  |

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)

|  |   |
|--|---|
| <input type="checkbox"/> Bill of Sale      | <input type="checkbox"/> Appraisal        |
| <input type="checkbox"/> Sales Contract    | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> 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                                     

☐ Unattested

                                      
(verified by)

Print Kayla Carlile Bates, foreclosure specialist

Sign Kayla Carlile Bates  
(Grantor/Grantee/Owner/Agent) circle one



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Form RT-1