

STATE OF ALABAMA)

SHELBY COUNTY)

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the amount owed to Grantee under that certain Note secured by that certain Mortgage executed by James J. Mitchell and April Mitchell, husband and wife, to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Homecoming Financial Network, Inc., dated the 28th day of July, 2004, recorded in Instrument Number 20040730000424110 in the Probate Office of Shelby County, Alabama; said mortgage subsequently transferred and assigned to The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, as Trustee for Residential Asset Mortgage Products, Inc., Home Equity Mortgage Asset-Backed Pass-Through Certificates, Series 2004-KR2; and in further good and valuable consideration to the undersigned Grantors in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged **James J. Mitchell and April Mitchell, husband and wife** (herein referred to as "Grantors"), do hereby grant, bargain, sell and convey unto **The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, as Trustee for Residential Asset Mortgage Products, Inc., Home Equity Mortgage Asset-Backed Pass-Through Certificates, Series 2004-KR2** (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 28, according to the survey of a final plat of the Cottages of Saratoga, Phase 1, as recorded in map Book 31, Page 114, in the Probate Office of Shelby County, Alabama situated in 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.

{SIGNATURE PAGE TO FOLLOW}


20150702000222630 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
07/02/2015 11:02:33 AM FILED/CERT

IN WITNESS WHEREOF, the Grantors have hereunto set their signatures this the 5th day of June, 2015.

James J. Mitchell
James J. Mitchell

April Mitchell
April Mitchell

NOTARY ACKNOWLEDGEMENT

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James J. Mitchell and April Mitchell, husband and wife, 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.

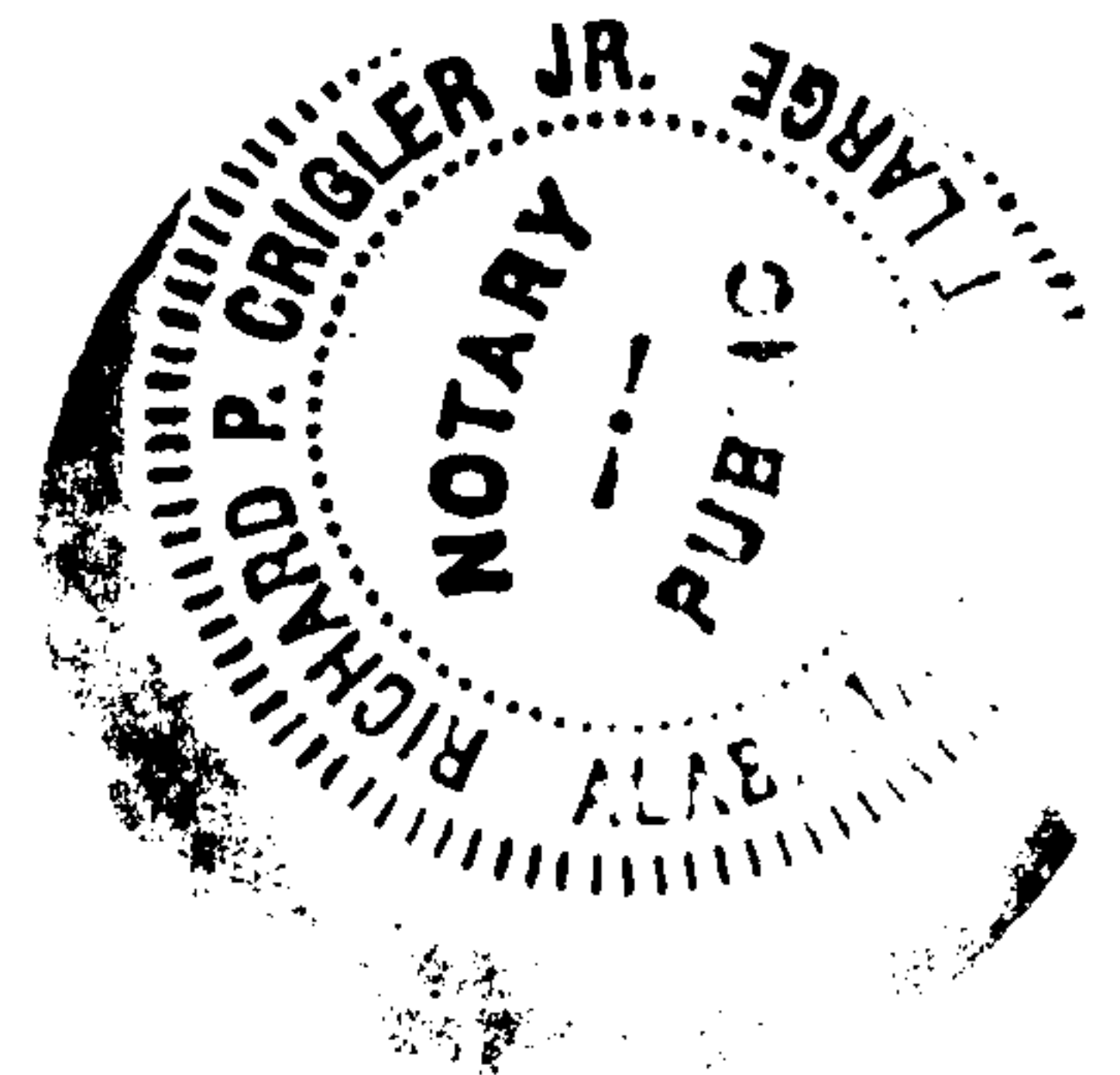
Given under my hand and official seal on this the 5th day of JUNE, 2015.

[Signature]
NOTARY PUBLIC

My Commission Expires: 07/17/2016

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

Sirote File 125500



20150702000222630 2/3 \$21.00
Shelby Cnty Judge of Probate, AL
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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 J. Mitchell and April Mitchell

Grantee's Name The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company N.A., as successor to JP Morgan Chase Bank, N.A., as Trustee for that certain pooling and servicing agreement, Series # 2004-KR2, Pool # 4909

Mailing Address 219 Saratoga Lane, Calera, AL 35040

Mailing Address c/o Ocwen Loan Servicing, LLC 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409

Property Address 219 Saratoga Lane Calera, AL 35040

Date of Sale June 5, 2015

Total Purchase Price

or

Actual Value \$ 103,000.00

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.

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 _____

Print Amy Allen, Foreclosure Specialist

☐ Unattested

(verified by)

Sign Amy Allen
(Grantor/Grantee/Owner/Agent) circle one

