

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 John D. Osborn and Patti G. Osborn, husband and wife, to Household Finance Corporation of Alabama dated the 5th day of August, 2003, recorded in Instrument 20030807000517250 in the Probate Office of Shelby County, Alabama; said mortgage subsequently transferred and assigned to U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust by instrument recorded in Instrument 20150319000085810, as recorded in aforesaid probate office, and for other good and valuable consideration to the undersigned Grantors in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged **John D. Osborn and Patti G. Osborn, husband and wife**, (herein referred to as "Grantors"), do hereby grant, bargain, sell and convey unto **U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust** (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 32A, according to the Resurvey of Lots 31 and 32 Old Mill Trace, 2nd Sector, as recorded in Map Book 9, Page 15 in the Probate Office of Shelby County, Alabama, subject property is located in Shelby County.

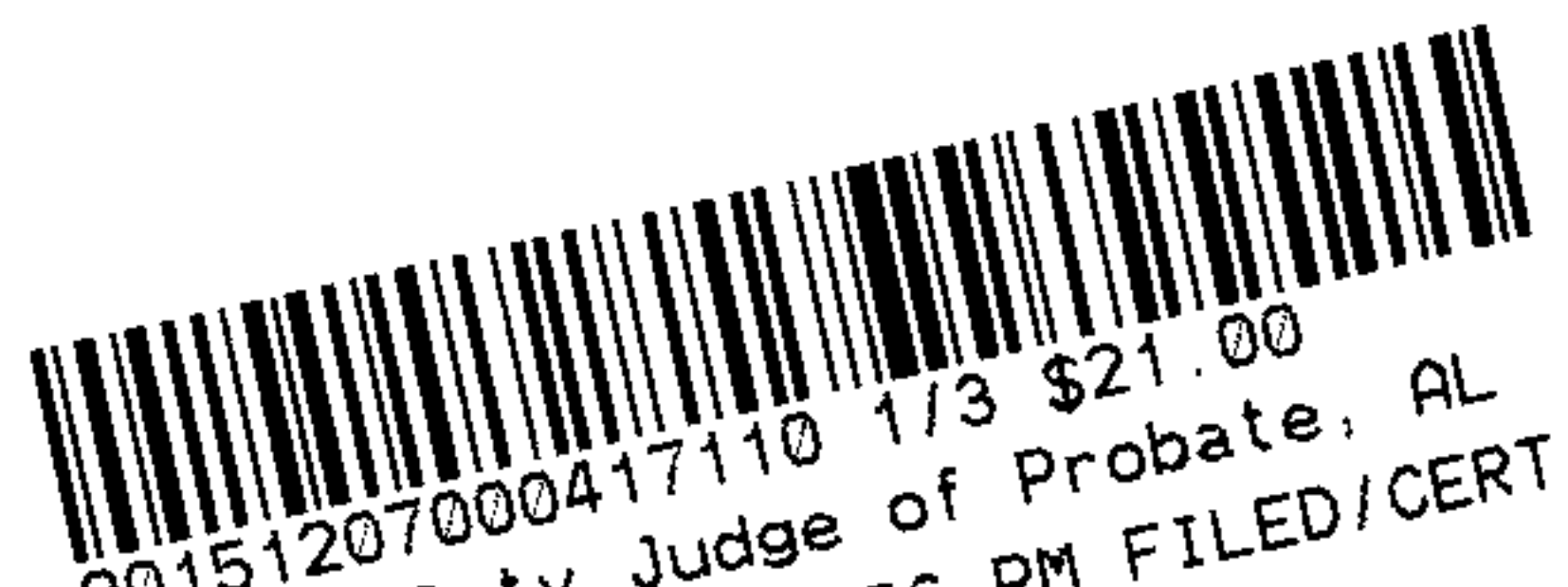
This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove and is executed by the aforementioned Grantors.

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}

  
20151207000417110 1/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, the Grantors have hereunto set their signatures this the 24<sup>th</sup> day of November, 2015.

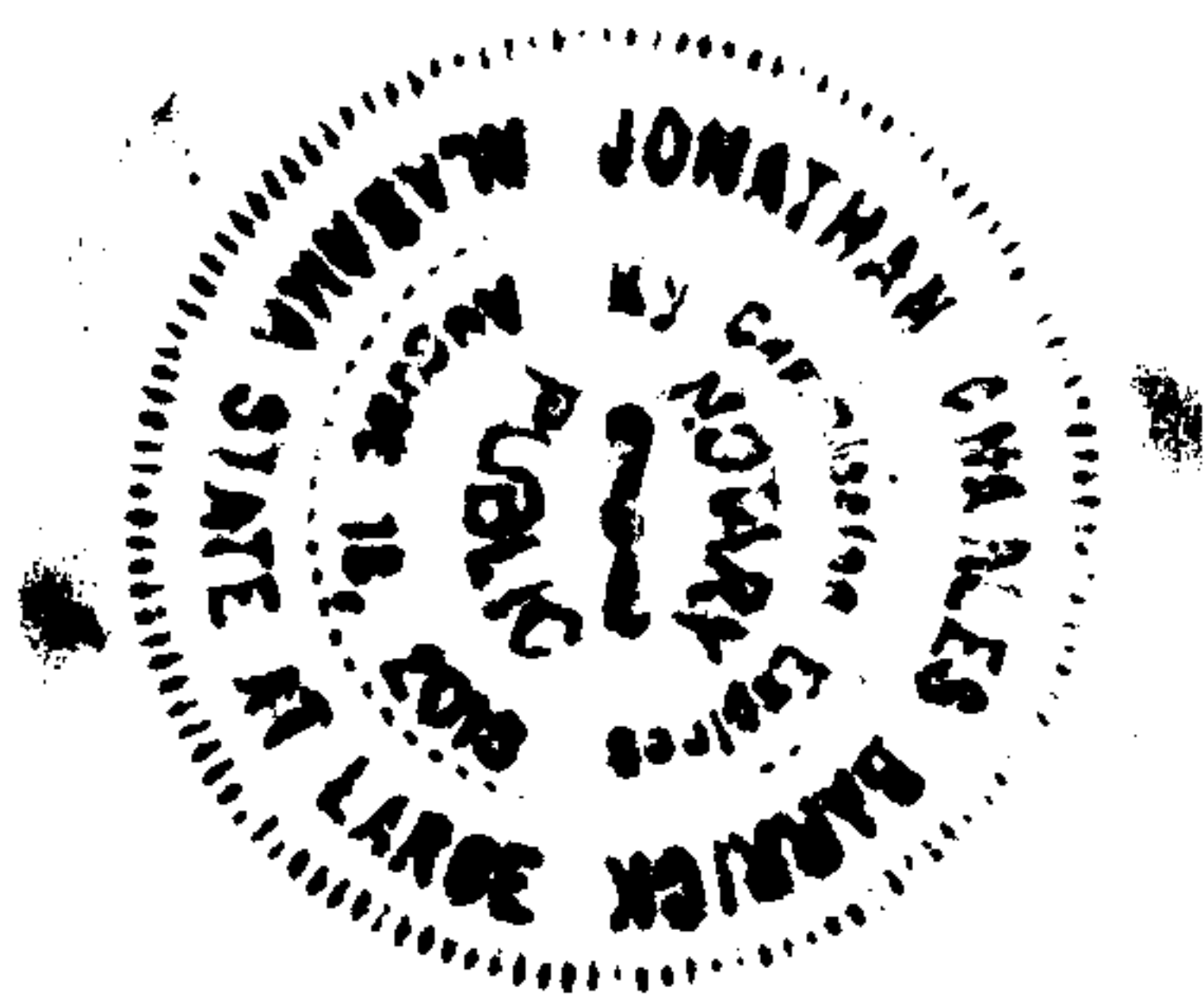
Patti G. Osborn  
Patti G. Osborn  
John D. Osborn  
John D. Osborn  
11/24/2015

**NOTARY ACKNOWLEDGEMENT**

STATE OF Alabama )  
Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John D. Osborn and Patti G. Osborn, 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 24 day of November, 2015.



[Signature]  
NOTARY PUBLIC

My Commission Expires: August 18, 2018

This Instrument Prepared By:  
Elizabeth Loefgrer, Esq.  
Sirote & Permutt, P.C.  
P.O. Box 55727  
Birmingham, AL 35255-5727  
Sirote # 370226

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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 John D. Osborn  
Patti G. Osborn

Grantee's Name U. S. Bank Trust, N.A., as Trustee  
for LSF9 Master Participation  
Trust  
c/o Caliber Home Loans, Inc.

Mailing Address 1611 Lake Heather Reserve  
Birmingham, AL 35242

Mailing Address 3701 Regent Boulevard  
Suite 200  
Irving, TX 75063

Property Address 4817 Caldwell Mill Ln  
Birmingham, AL 35242

Date of Sale \_\_\_\_\_

Total Purchase Price

or

Actual Value \$ 153,000.00

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 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 12/4/2015

Print Ellen Corbett, Foreclosure Specialist

☐ Unattested

\_\_\_\_\_  
(verified by)

Sign



(Grantor/Grantee/Owner/Agent) circle one



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