

Order Number: 150272850

This instrument prepared by:

Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Thomas Granville McCroskey, Esq., Member of the Alabama Bar and licensed to practice law in Alabama.

Mail Tax Statements To:

**Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as indenture trustee, for the CSMC 2014-RPL4 Trust, Mortgage-Backed Notes, Series 2014-RPL4**  
Select Portfolio Servicing 3815 SW Temple Salt Lake City, Utah, 84115.

After Recording Mail/Return To:

Select Portfolio Servicing  
3815 SW Temple  
Salt Lake City, Utah, 84115

Parcel Number or APN: 27-5-21-1-004-006.000

### **DEED IN LIEU OF FORECLOSURE**

KNOWN ALL MEN BY THESE PRESENTS, that **Gay Perkins Finn**, an unmarried person, whose mailing address is **385 SHOSHONE DR., MONTEVALLO, AL 35115**, hereinafter called grantor, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as indenture trustee, for the CSMC 2014-RPL4 Trust, Mortgage-Backed Notes, Series 2014-RPL4**, whose tax mailing address is **Select Portfolio Servicing 3815 SW Temple Salt Lake City, Utah, 84115**, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in **Shelby County, Alabama**, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION**

Property Address: 385 SHOSHONE DR MONTEVALLO, AL 35115

**SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT**

COMMONLY known as: **385 SHOSHONE DR MONTEVALLO, AL 35115**

This being the identical property conveyed to the GRANTOR herein by Deed from recorded in **Instrument Number: 20070914000431610**

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made in accord with the Estoppel Affidavit attached hereto as Exhibit B.

Consideration. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage(s) or deed(s) of trust:

**SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST**

No Merger. Grantor agrees and acknowledges that its entry into this Deed and the other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Grantee's interest under the Deed. The terms, covenants, representations, and warranties of this Agreement shall not merge into the Deed but shall survive the close of the transaction contemplated hereby.

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

**Representations and Warranties.** Grantor represents, warrants, and acknowledges that:

(a) it is in default of its obligations under the Loan and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to **Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as indenture trustee, for the CSMC 2014-RPL4 Trust, Mortgage-Backed Notes, Series 2014-RPL4** without offset, defense, or counterclaim;

Property Address: 385 SHOSHONE DR MONTEVALLO, AL 35115

(b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;

**Advice of Counsel.** Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing, or has willingly forgone advice of counsel, in negotiations for and the preparation of this Deed, that it has read this Deed or has had the same read to it by its counsel, that it has had this Deed fully explained by such counsel, and that it is fully aware of its contents and legal effect.

#### **RIGHT TO FORECLOSE**

**TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, TRANSFEROR AND/OR GUARANTOR MAY, IN TRANSFEREE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRANSFEROR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO TRANSFEREE, AND TRANSFEREE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT TRANSFEROR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF TRANSFEREE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.**

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WITNESS the hand of said Grantor this 23<sup>rd</sup> day of December, 2015.

Gay Perkins Finn  
Gay Perkins Finn

STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **Gay Perkins Finn** whose name 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 the conveyance, he/she, executed the same voluntarily on the day the same bears date.

Given under my hand an official seal this 23<sup>rd</sup> day of December 2015

Betty J. Austin  
Notary Public Betty J. Austin



Property Address: 385 SHOSHONE DR MONTEVALLO, AL 35115

EXHIBIT "B"  
ESTOPPEL AFFIDAVIT

STATE OF *Alabama*  
COUNTY OF *Shelby*

Gay Perkins Finn, being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as indenture trustee, for the CSMC 2014-RPL4 Trust, Mortgage-Backed Notes, Series 2014-RPL4, conveying the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as indenture trustee, for the CSMC 2014-RPL4 Trust, Mortgage-Backed Notes, Series 2014-RPL4, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as indenture trustee, for the CSMC 2014-RPL4 Trust, Mortgage-Backed Notes, Series 2014-RPL4, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as indenture trustee, for the CSMC 2014-RPL4 Trust, Mortgage-Backed Notes, Series 2014-RPL4;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as indenture trustee, for the CSMC 2014-RPL4 Trust, Mortgage-Backed Notes, Series

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2014-RPL4, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$1.00 by Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as indenture trustee, for the CSMC 2014-RPL4 Trust, Mortgage-Backed Notes, Series 2014-RPL4, agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage(s) or deed(s) of trust referred to herein as described as follows:

**SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST**

At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as indenture trustee, for the CSMC 2014-RPL4 Trust, Mortgage-Backed Notes, Series 2014-RPL4, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against Grantee; and/or Servicelink, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

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WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: December 23, 2015

Gay Perkins Finn  
Gay Perkins Finn

STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **Gay Perkins Finn** whose name 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 the conveyance, he/she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23<sup>rd</sup> day of December, 2015

Betty J. Austin  
Notary Public Betty J. Austin



Property Address: 385 SHOSHONE DR MONTEVALLO, AL 35115

GRANTOR(S) AFFIDAVIT

State of Alabama }  
County of Shelby }

**Gay Perkins Finn**, named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

That he or she has read the attached deed and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true of his or her own knowledge.

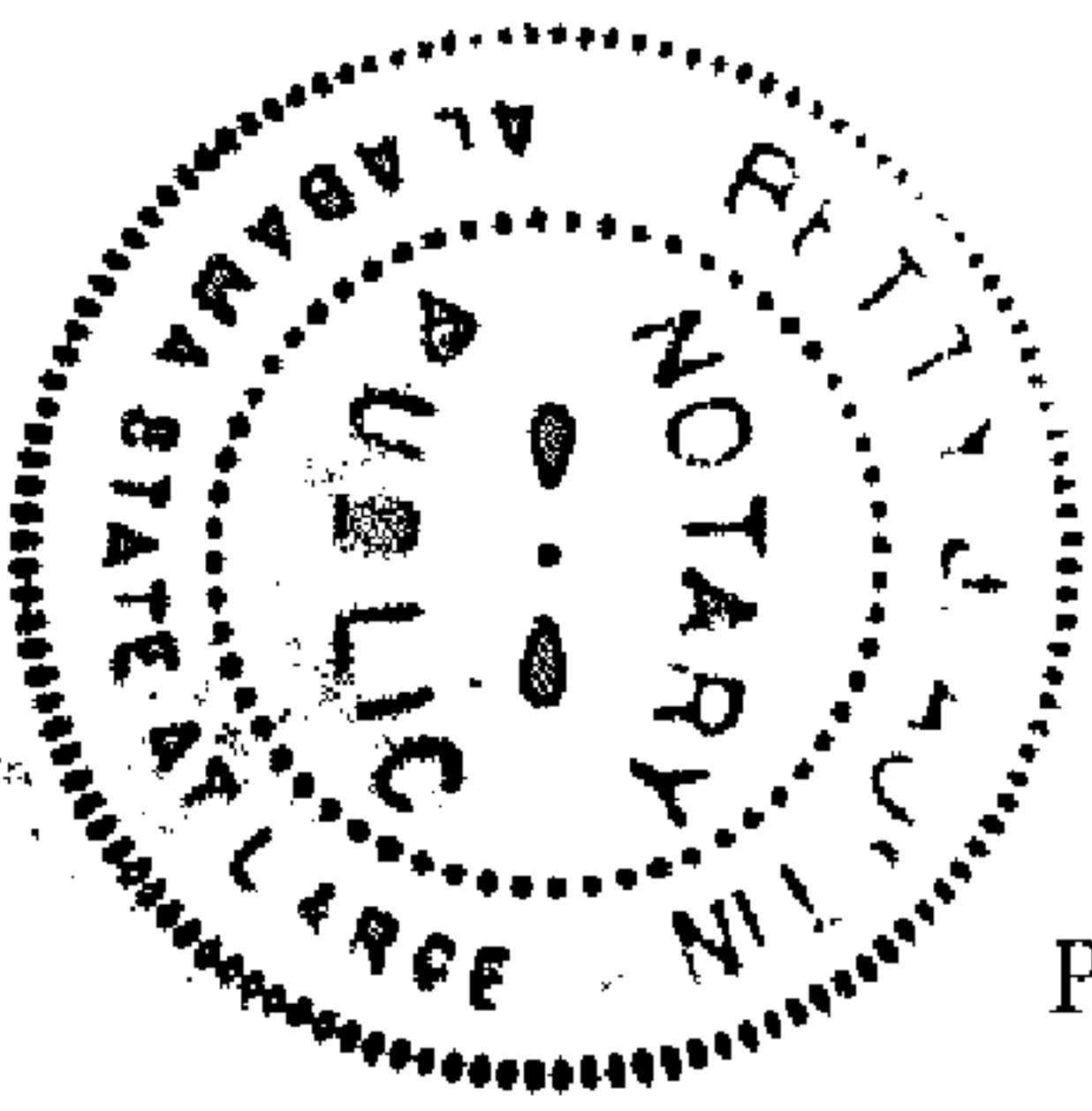
Gay Perkins Finn  
Gay Perkins Finn

STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **Gay Perkins Finn** whose name 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 the conveyance, he/she, executed the same voluntarily on the day the same bears date.

Given under my hand an official seal this 23rd day of December 2015

Betty J. Austin  
Notary Public Betty J. Austin



Property Address: 385 SHOSHONE DR MONTEVALLO, AL 35115



EXHIBIT A  
(LEGAL DESCRIPTION)

**All that parcel of land situate in the County of Shelby, State of Alabama, described as follows: Lot No. 4, according to Map of Bridlewood Forest (erroneously omitted from previously recorded documents) Subdivision recorded in Map Book 5 at Page 52, in the Office of Probate Judge of Shelby County, Alabama, situated in Shelby County, Alabama. Being the same property as conveyed from James Brian Finn, a single person to Gay Perkins Finn, as described in Instrument No. 20070914000431610, Dated 8/18/2007, Recorded 9/14/2007. Tax ID: 27-5-21-1-004-006.000**

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EXHIBIT C  
(DESCRIPTION OF MORTGAGE(S) OR DEED(S) OF TRUST)

**Mortgage Dated 09/12/2007, Recorded 09/14/2007 in the office of the Recorder of Shelby County, Alabama, in Instrument No. 20070914000431620, executed by Gay P. Finn, an unmarried woman to American General Financial Services of Alabama, Inc., which states that it secured a debt in the principal sum of \$137,881.85. Loan Modification Agreement as set forth in Instrument No. 20121114000437230 recorded 11/14/2012 for modifying non recourse closed end interest bearing mortgage loans.**

Property Address: 385 SHOSHONE DR MONTEVALLO, AL 35115

Real Estate Sales Validation Form

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

Grantor's Name	Gay Perkins Finn	Grantee's Name	Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as indenture trustee, for the CSMC 2014-RPL4 Trust, Mortgage-Backed Notes, Series 2014-RPL4
Mailing Address	385 SHOSHONE DR., MONTEVALLO, AL 35115	Mailing Address	Select Portfolio Servicing 3815 SW Temple Salt Lake City, Utah, 84115
Property Address	385 SHOSHONE DR MONTEVALLO, AL 35115	Date of Sale	TO BE FILLED IN
		Total Purchase Price	\$135255.01
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$0.00

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 MORTGAGE DOCUMENTS
<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 12-23-2015

Print Gay Perkins Finn

Sign Gay Perkins Finn

(Grantor/Grantee/Owner/Agent) circle one

Unattested

(verified by)



ALABAMA DEPARTMENT OF REVENUE  
INDIVIDUAL & CORPORATE TAX DIVISION  
WITHHOLDING TAX SECTION  
P.O. Box 327480 • Montgomery, AL 36132-7480  
[www.revenue.alabama.gov](http://www.revenue.alabama.gov)

Form NR-AF3  
1/14

Seller's Certificate of Exemption

SELLER'S NAME (AND SPOUSE'S NAME, IF JOINTLY OWNED) Gay Perkins Finn	
SELLER'S IDENTIFICATION NUMBER (SSN OR FEIN)* TO BE FILLED IN 413-92-3440	SPOUSE'S IDENTIFICATION NUMBER (IF JOINTLY OWNED)* N/A
STREET ADDRESS 385 SHOSHONE DR.,	CITY STATE ZIP MONTEVALLO, AL 35115

INSTRUCTIONS

This form is provided for the convenience of the seller and the protection of the buyer, to be executed in sales or transfers of real property by nonresidents when the seller is exempt from the withholding requirements imposed by the Alabama Department of Revenue pursuant to Section 40-18-86, Code of Alabama 1975. This form is not required to be used or submitted to the Department, but the seller may wish to execute this form or a similar document to protect all parties to the transaction. The buyer may rely on the seller's affidavit unless the buyer knows or should know, based on the buyer's knowledge at the time of closing, that statements made on the affidavit are false. The buyer has no duty to investigate the statements made on a seller's affidavit. To execute this form, the seller is to initial any statement which applies. If any one of the statements below applies to the seller, the transaction is exempt.

\*For privacy and confidentiality purposes, the SSN or FEIN of the seller and of the buyer may be omitted or deleted from copies of all documents exchanged between the parties involved. However, all documents required to be submitted to the Alabama Department of Revenue must contain the complete SSN or FEIN information on the original copy mailed to the Department.

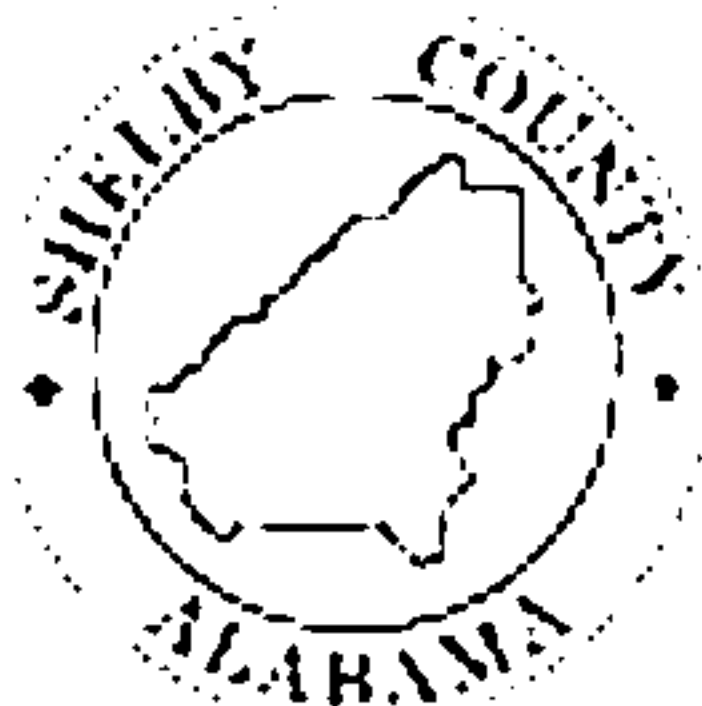
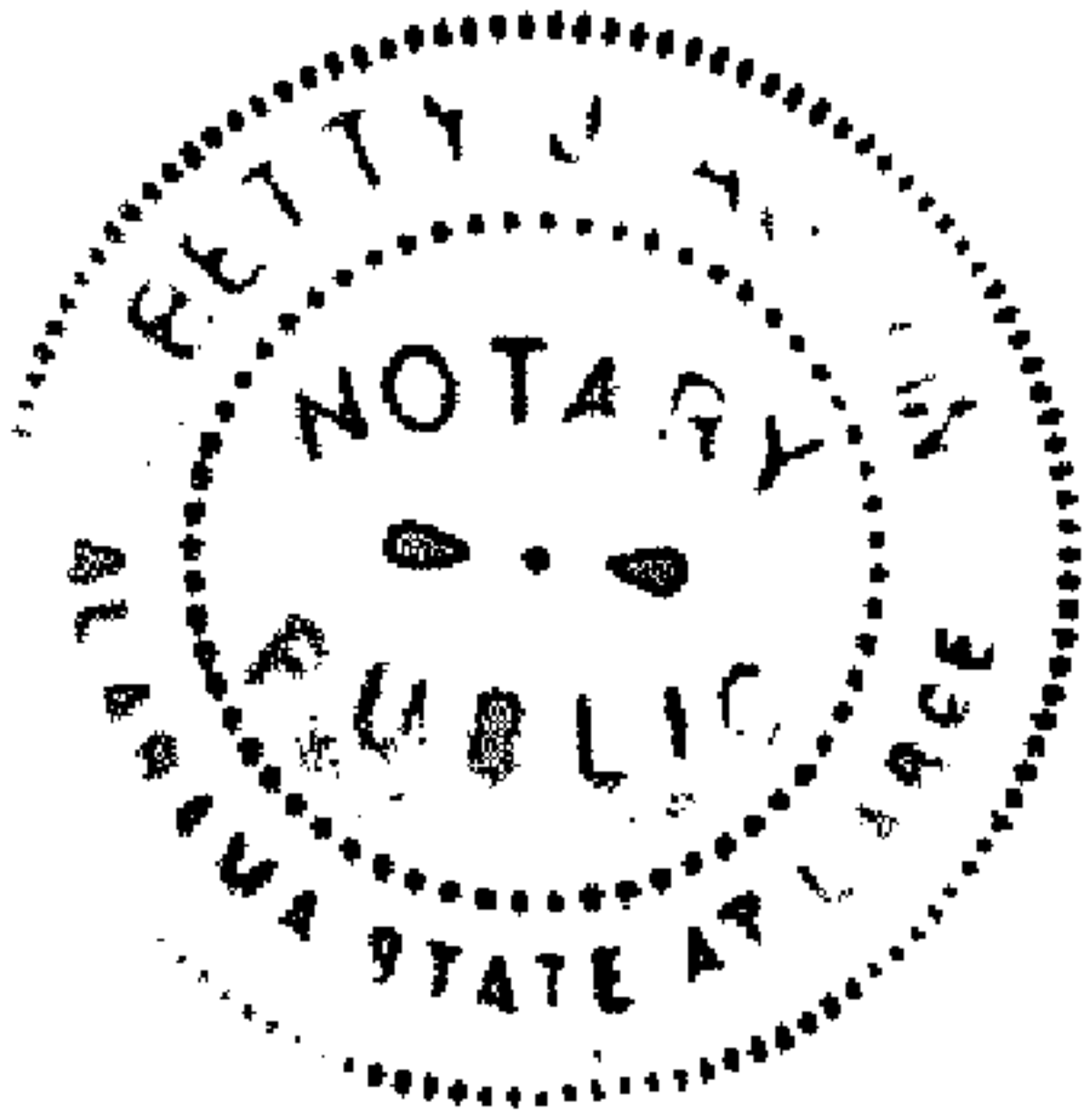
This is to certify that the seller of this property is not a resident of Alabama, but is exempt from the withholding provisions of the Alabama Department of Revenue Section 40-18-86 by virtue of the following:

- ☐ The property being sold is the seller's principal residence and none of the gain is required to be included in federal adjusted gross income.
- ☒ The seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- ☐ The seller or buyer is an agency or authority of the United States of America or the State of Alabama.
- ☐ The seller or buyer is the Federal National Mortgage Association, the Government National Mortgage Association, or the Federal Home Loan Mortgage Corporation.
- ☐ The seller or buyer is a private mortgage insurance company.
- ☐ The purchase price of the property is less than \$300,000.00.
- ☐ The seller is an S corporation or a partnership subject to withholding under Section 40-18-86, and an Alabama composite return will be filed on behalf of the nonresident shareholders, members, or partners.
- ☐ The seller is a tax exempt organization, and the income from this sale is not subject to Alabama income tax.
- ☐ The seller is an insurance company which pays to Alabama a tax on its premium income.
- ☐ The seller is a financial institution, as defined under Section 40-16-1, subject to Alabama's Financial Institution Excise Tax.
- ☐ The transaction is a non-recognition transaction such as a like kind exchange where gain is realized by the seller but completely not recognized for Alabama income tax purposes.
- ☐ The transaction is a transfer of a limited interest in real property, including easements, rights of way, mortgages or other instruments that secure indebtedness, or leases (not including capital leases).

Under penalties of perjury, I swear that the above information is to the best of my knowledge and belief, true, correct, and complete.

<u>Gay Perkins Finn</u> SELLER'S SIGNATURE (AND TITLE, IF APPLICABLE)	<u>12/23/2015</u> DATE	 SPOUSE'S SIGNATURE (AND TITLE, IF APPLICABLE)	 DATE
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Sworn to and subscribed before me this  
23<sup>rd</sup> day of December, 2015  
Betty J. Austin Notary Public  
My commission expires 7-10-2019



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
03/07/2016 10:44:17 AM  
\$48.00 CHERRY  
20160307000071250

James W. Fuhrmeister