

SEND TAX NOTICES TO:

Novad Management Consulting
2401 NW 23rd St Suite 1A1
Oklahoma City, OK 73107

GRANTEE

Secretary Of Housing And Urban
Development
2401 NW 23rd St Suite 1A1
Oklahoma City, OK 73107

Property Address: 19 Mayfly Ln, Shelby, AL 35143

Purchase Price: \$176,677.00 ***Mortgagee credit***

Sale Date: NOVEMBER 30, 2020

STATE OF ALABAMA)
COUNTY OF SHELBY)

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of \$176,677.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **Joann D Peacock, widowed** (hereinafter referred to as "Grantor(s)"), does/do hereby grant, bargain, sell, and convey unto **Secretary Of Housing And Urban Development** (hereinafter referred to as "Grantee"), all of that certain property situated in Shelby County, Alabama to wit:

Lot 2 and the North 1/2 of Lot 3, according to the Map of Benson's Camp, as recorded in Map Book 4, page 28, in the Office of the Judge of Probate of Shelby County, Alabama. Also, the following described property: Begin at the Northeast corner of Lot 2, Benson's Camp, as recorded in Map Book 4, page 28; thence run East along a projection of the North line of said Lot 2 a distance of 41.98 feet to a point on the water line of Waxahatchee Creek slough; thence turn 97 degrees 25 minutes 31 seconds right and run southwesterly along said water line 50.40 feet; thence turn 06 degrees 34 minutes 39 seconds right and run southwesterly along said water line 25.76 feet to a point on the projection of the South line of the North 1/2 of Lot 3; thence turn 75 degrees 59 minutes 51 seconds right and run westerly along said projection 31.38 feet to the Southeast corner of the North 1/2 of Lot 3; thence turn 91.42 feet right and run northerly along the East line of the North 1/2 of Lot 3 and along the East line of Lot 2 a distance of 75.00 feet to the point of beginning.

Joann D. Peacock is the surviving grantee in that certain deed recorded on 4/11/2002 in Instrument no. 2002-17060. The other grantee, Richard A. Peacock expired on or about 7/1/2015.

THIS IS A DEED IN LIEU OF FORECLOSURE. It is the intention of the Grantor(s) and the Grantee that this deed, and the effect of the conveyance evidenced hereby, shall be governed by, and interpreted according to, the provisions of Sections 35-10-50 et seq. of the Code of Alabama (1975), as amended. Without limiting the generality of the foregoing sentence, the Grantor(s) and the Grantee agree that this deed shall have the effect of transferring absolute title to the above described property to the Grantee free and clear of any statutory or equitable right of redemption in the Grantor(s) or anyone claiming by or through the Grantor(s). It is the further intention of the Grantor(s) and Grantee that the lien created by that certain Mortgage from Richard A. Peacock and Joann D. Peacock to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Urban Financial Group Inc., which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Inst.#, 20130314000107080; and subsequently transferred and assigned to Secretary Of Housing And Urban Development, and said assignment being recorded in Inst.#, 20191015000380470; will not merge into the fee title acquired by the Grantee pursuant to this deed. No such merger will occur until such time as the Grantee executes a written instrument specifically effecting such merger or releasing said Mortgage and duly recording the same.

TO HAVE AND TO HOLD to Grantee and its successors and assigns forever, together with every contingent remainder and right of reversion. And Grantor(s) do/does for him/her/themselves and their heirs and assigns, covenant with Grantee, its successors and assigns, that he/she/they are lawfully seized in fee simple of said real estate, that it is free from all encumbrances (excepting only the Mortgage described above), that he/she/they has/have good right to sell and convey the same as aforesaid, and that he/she/they will and his/her/their heirs and assigns shall warrant and defend the same to the Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have caused these presents to be executed this the 30th day of November, 2020.

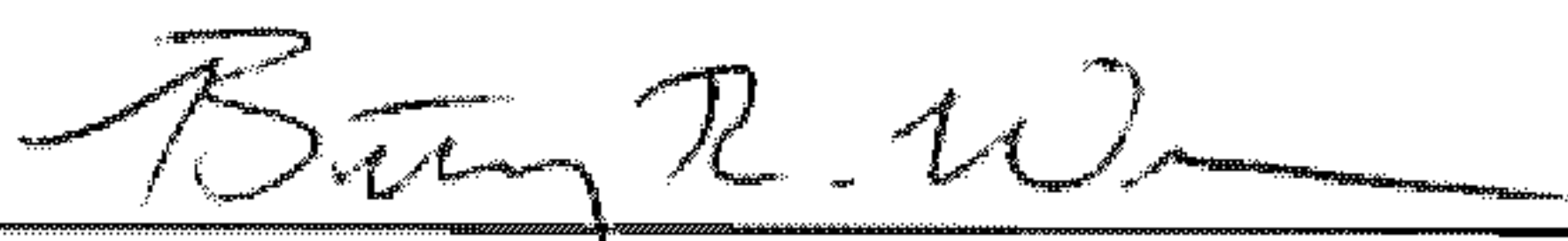
Joann D. Peacock



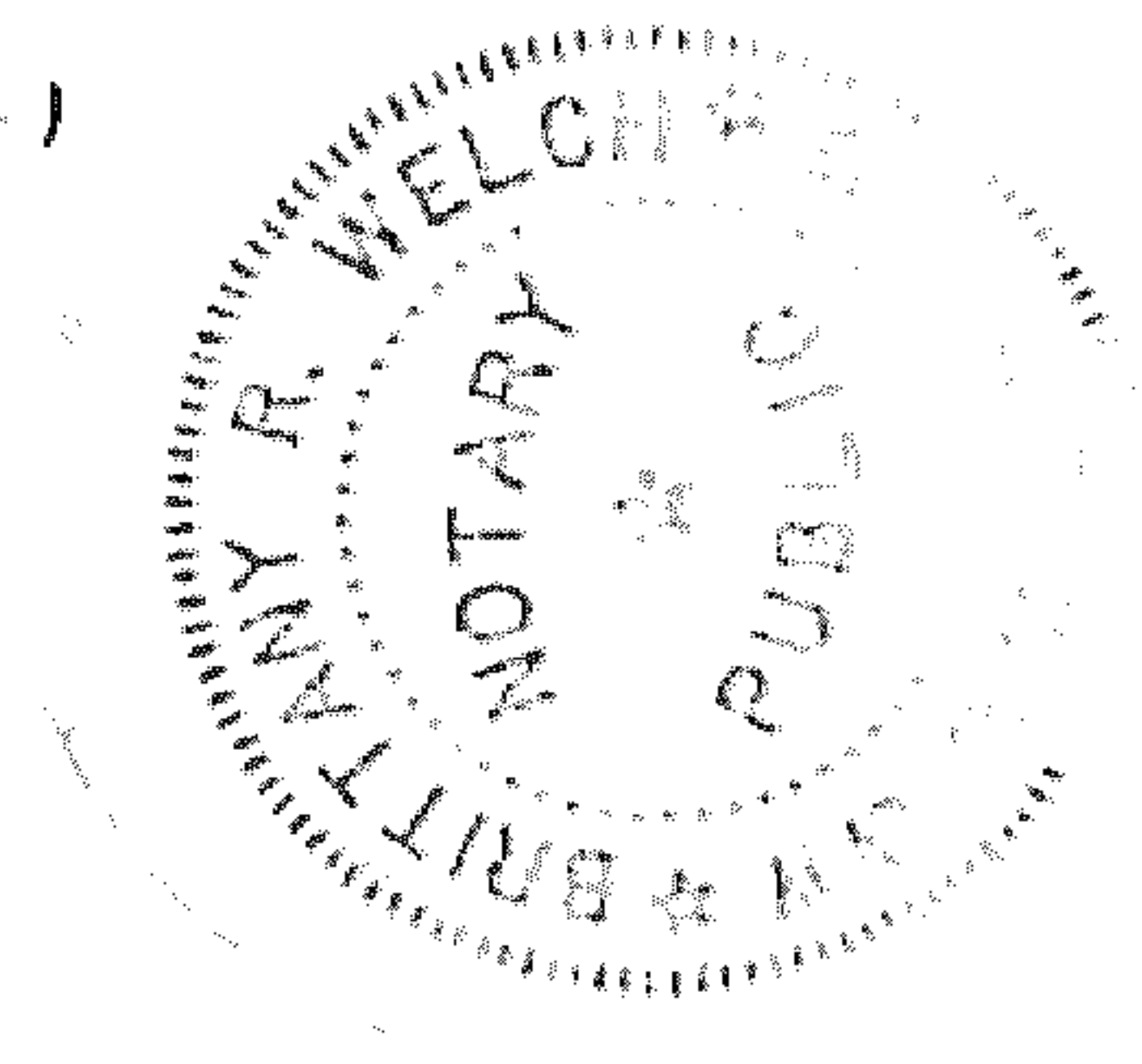
STATE OF ALABAMA)
COUNTY OF ~~SHELBY~~ Talladega)
BW

I, the undersigned authority, a Notary Public in and for said County and in said State, do hereby certify that Joann D. Peacock, whose name(s) is/are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily on the day the same bears date.

GIVEN under my hand, on this 30th day of November, 2020.



Notary Public in and for the State of Alabama
My Commission Expires: 04/19/2021



DEED IN LIEU OF FORECLOSURE AFFIDAVIT AND ESTOPPEL CERTIFICATE

STATE OF ALABAMA)
COUNTY OF SHELBY)

Joann D. Peacock, being duly sworn, depose and say:

That undersigned grantor(s) (collectively "Grantor" or "Mortgagor") made, executed, and delivered that certain deed (the "Deed") to Secretary Of Housing And Urban Development ("Grantee") dated NOVEMBER 30, 2020, conveying the following described property, known as 19 Mayfly Ln, Shelby, AL 35143, more particularly described as follows (the "Premises"):

Lot 2 and the North 1/2 of Lot 3, according to the Map of Benson's Camp, as recorded in Map Book 4, page 28, in the Office of the Judge of Probate of Shelby County, Alabama. Also, the following described property: Begin at the Northeast corner of Lot 2, Benson's Camp, as recorded in Map Book 4, page 28; thence run East along a projection of the North line of said Lot 2 a distance of 41.98 feet to a point on the water line of Waxahatchee Creek slough; thence turn 97 degrees 25 minutes 31 seconds right and run southwesterly along said water line 50.40 feet; thence turn 06 degrees 34 minutes 39 seconds right and run southwesterly along said water line 25.76 feet to a point on the projection of the South line of the North 1/2 of Lot 3; thence turn 75 degrees 59 minutes 51 seconds right and run westerly along said projection 31.38 feet to the Southeast corner of the North 1/2 of Lot 3; thence turn 91.42 feet right and run northerly along the East line of the North 1/2 of Lot 3 and along the East line of Lot 2 a distance of 75.00 feet to the point of beginning.

That the undersigned makes this Affidavit for and on behalf of the Grantor.

That the Deed is intended to be and is an absolute conveyance of the title to the Premises to the Grantee, and it was not and is not intended as a mortgage, trust conveyance, or security device of any kind; that it is the intention of the Grantor that the Deed unconditionally and absolutely convey to the Grantee all of the Grantor's right, title, and interest in and to the Premises; that the Grantor has no right, option or obligation to redeem the Premises or to acquire, reacquire or repurchase any portion of the Premises or any rights or interests with respect thereto.

That Grantor has vacated the Premises, and possession of the Premises has been surrendered to the Grantee.

That there are no other agreements, written or otherwise, between the Grantor and Grantee, relating to the Premises or the Deed.

That the Deed was not given as a fraudulent transfer or preference against any other creditors of the Grantor; that at the time it was given, there was no other persons or entities, other than the Grantee, interested, either directly or indirectly in the Premises; that the Grantor is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that the Grantor is not obligated upon any debt or other mortgage whereby any lien has been created or exists against the Premises.

That in the execution and delivery of the Deed the Grantor fully understands the effects thereof,

and acted freely and voluntarily, and was not acting under coercion, duress or undue influence.

That the consideration for the Deed was and is the full and unconditional release and cancellation of all debts, liabilities, obligations, costs, and charges owed by the undersigned, and all guarantors, if any, and secured by that certain mortgage encumbering the Premises, executed by Richard A Peacock and Joann D Peacock to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Urban Financial Group Inc., which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Inst.#, 20130314000107080; and subsequently transferred and assigned to Secretary Of Housing And Urban Development, and said assignment being recorded in Inst.#, 20191015000380470; (collectively, the "Mortgage") and the release of record of the Mortgage; and that at the time of the making the Deed, the outstanding debt owed by the Grantor to the Grantee equaled or exceeded the fair market value of the Premises.

Mortgagor(s) agree to hold harmless and indemnify the aforesaid grantee, Secretary Of Housing And Urban Development against any and all expenses, including attorneys' fees, damages, judgments, fines and amounts paid in settlement and any other amounts that Lender becomes legally obligated to pay because of any claim or claims made against or by me in connection with any threatened, pending or completed action, suit or proceeding, to which grantee is, was or at any time becomes a party, or is threatened to be made a party, pursuant to the subject property and deed.

Joann D. Peacock

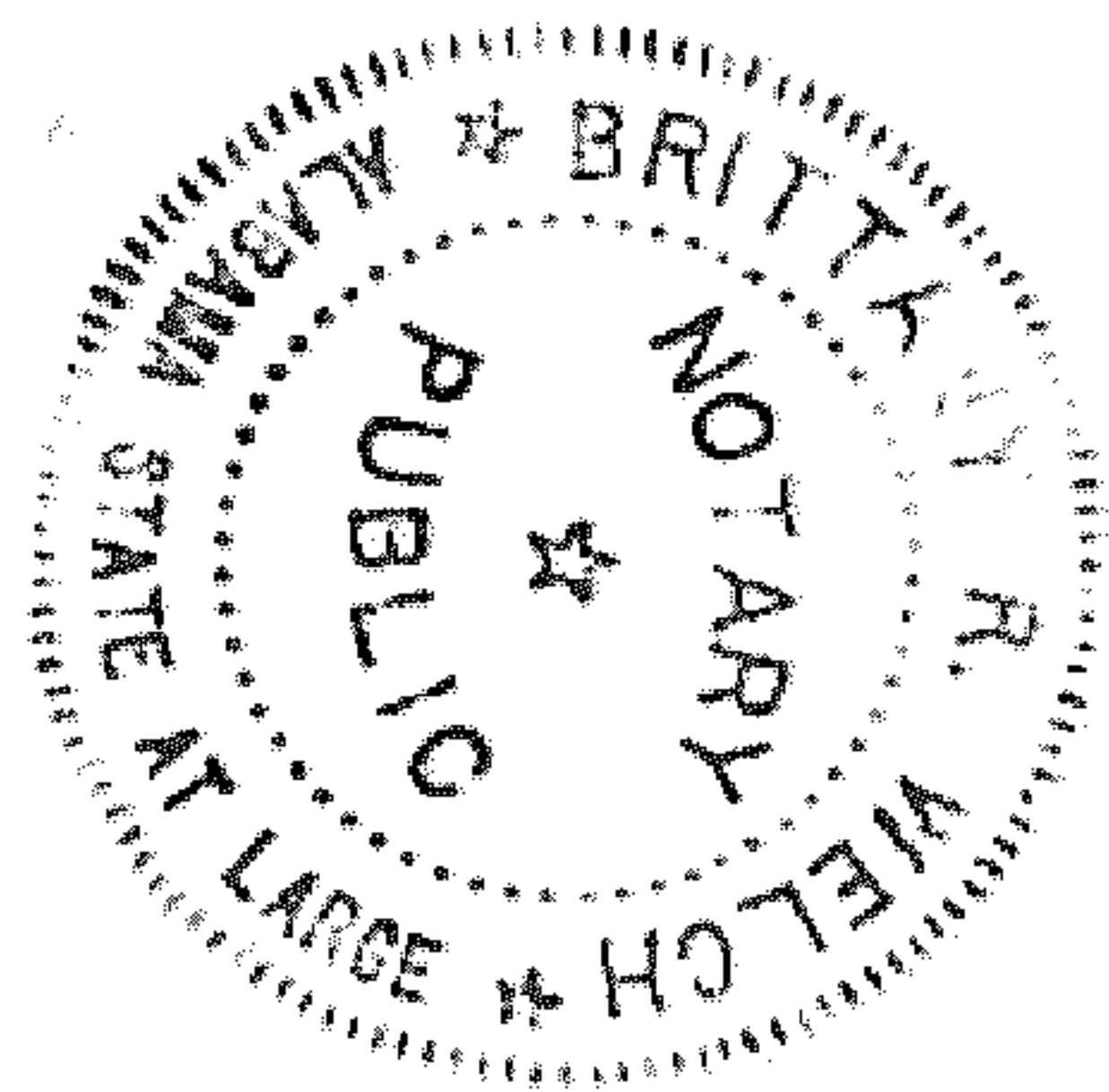
Joann D. Peacock

Sworn to before me this 30th day of November, 2020.

Brian R. Welch

Notary Public

My Comm Exp: 04/19/2021



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/09/2020 01:29:09 PM
\$35.00 CHERRY
20201209000564070

Allen S. Bayl