

DEED IN LIEU OF FORECLOSURE

This instrument was prepared by

1445

(Name) J. Thomas King, Jr., KING AND KING

(Address) P. O. Box 10224, Birmingham, Alabama 35202-0224

WARRANTY DEED- AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable considerations

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

The Estate of Boyce L. Mason, Deceased

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Secretary of Housing and Urban Development

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 3, in Block 2, according to the Survey of Navajo Hills, Second Sector, as recorded in Map Book 5, page 24, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to that certain lien from Boyce L. Mason, an unmarried man, to Real Estate Financing, Inc., recorded in Mortgage Book 131, Page 982, in the Office of the Judge of Probate of Shelby County, Alabama.

This conveyance is being made and accepted in lieu of foreclosure of the mortgage which secures payment that of that certain Promissory Note in the original amount of \$66,050.00 dated as of May 18, 1987, executed by Boyce L. Mason and payable to the order of Real Estate Financing, Inc. (the "Indebtedness") and as a conveyance of all of Grantor's interest in the Property, including any equity or rights of redemption in favor of Grantor.

Notwithstanding the release of Grantor's personal liability under the Indebtedness, all of the liens securing the payment thereof (hereinafter collectively referred to as the "Liens") shall remain in full force and effect and shall not be released or relinquished in any manner unless released by written instrument executed by the holder of such Liens, filed in the Office of the Judge of Probate of Shelby County,

SEE ATTACHED

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hands(s) and seal(s), this 30th day of September, 1988.

ESTATE OF BOYCE L. MASON, DECEASED

BY: *Ouida Conn as Executrix* (Seal)
Ouida Conn, Executrix

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

SHELBY

COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ouida Conn, Executrix of the Estate of Boyce L. Mason, Deceased whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of September, A. D., 1988.

KING AND KING

THE KING PROFESSIONAL BUILDING
713 SOUTH 27TH STREET

REPLY TO
POST BOX 10224

Kelly Shaw Cooper

Notary Public

Alabama. Neither Grantor nor Grantee intend that there be, nor shall there be, a merger of the Liens with the title to or interest of Grantee in the Property by virtue of this conveyance, but the Liens and the interest conveyed hereby shall remain separate and distinct. The Liens are created in that certain Mortgage dated May 18, 1987, and recorded in Mortgage Book 131, Page 982, in the Office of the Judge of Probate of Shelby County, Alabama.

BOOK 219 PAGE 144

STATE OF ALA. DEEDS
I CERTIFY THIS
INSTRUMENT WAS FILED

88 DEC 22 AM 11:24

Thomas C. J. J. J.
JUDGE OF PROBATE

1. Deed Tax	\$	—
2. Mtg Tax		—
3. Recording Fee		5.00
4. Indexing Fee		1.00
TOTAL		6.00