


This instrument prepared by:  
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Send Tax Notice to:  
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San Diego, CA 92123-1048

STATE OF ALABAMA            )  
COUNTY OF SHELBY         )

  
20061002000486620 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
10/02/2006 01:29:29PM FILED/CERT

**DEED IN LIEU OF FORECLOSURE**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the amount owed to Grantee under that certain Note and Mortgage executed by Herman Bell, joint Tenancy and Tisheba Bell, his wife, to Mortgage Electronic Registration Systems, Inc. as nominee for SouthStar Funding, LLC, dated the 23<sup>rd</sup> day of December, 2004, and recorded in Instrument Number 20041228000703210, in the Probate Office of Shelby County, Alabama; said mortgage ultimately transferred and assigned to JPMorgan Chase Bank as Trustee under that certain Pool # 97, Distribution Series NCA Repurchases and Autorepurc , and in further consideration of the sum of One Dollar (\$1.00) to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, Herman Bell, joint Tenancy and Tisheba Bell, his wife, (herein referred to as "Grantors"), do grant, bargain, sell and convey unto JPMorgan Chase Bank as Trustee under that certain Pool # 97, Distribution Series NCA Repurchases and Autorepurc (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 11, according to the Survey of Thompson Plantation as recorded in Map Book 11, Page 53, Shelby County, Alabama Records.

This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove.

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 therein from intervening claims or liens of third persons, which were junior to the lien of the Mortgage.



And the Grantors do assign, 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.

IN WITNESS WHEREOF, the said , have hereunto set their signatures this the 25 day of July, 2006.

Herman Bell  
Herman Bell

Tisheba Bell  
Tisheba Bell

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Herman Bell and Tisheba Bell, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date 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 seal on this 25<sup>th</sup> day of July, 2006.

Jackie Smith  
NOTARY PUBLIC

My Commission Expires: 07/06/09

