

20081231000480140 1/4 \$23.00
Shelby Cnty Judge of Probate, AL
12/31/2008 08:46:37AM FILED/CERT

This instrument prepared by:
Colleen E. McCullough, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
P. O. Box 55727
Birmingham, AL 35255

Send Tax Notice to:
GMAC Mortgage, LLC
100 Witmer Road
Horsham, PA 19044

STATE OF ALABAMA)
COUNTY OF SHELBY)

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 Sunny R. Clowdus, unmarried, to Mortgage Electronic Registration Systems, Inc., solely as nominee for GMAC Mortgage, LLC dba ditech.com, dated the 16th day of November, 2006, and recorded in Instrument No. 20061208001710260 and re-recorded in Instrument No. 20070216000072330; recorded in the Probate Office of Shelby County, Alabama; said mortgage having subsequently been transferred and assigned to GMAC Mortgage LLC by instrument recorded in RLPY Instrument No. ~~20081231000480140~~ in the Probate Office of Shelby County, Alabama; and in further consideration of the sum of One Dollar (\$1.00) to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, Sunny R. Clowdus, (herein referred to as "Grantor"), does grant, bargain, sell and convey unto GMAC Mortgage, LLC (herein referred to as "Grantee"), all of her right, title and interest in the hereinafter described real estate situated in Shelby County, Alabama, which said real estate is described as follows:

Commence at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 8, Township 18 South, Range 1 East; Thence run Westerly along the South line thereof 590.96 to the Point of Beginning; Thence 14 degrees 45 minutes 44 seconds left run Southwesterly 225.84 feet; Thence 90 degrees 00 minutes Left run Southeasterly 250.00 feet; Thence 90 degrees 00 minutes left run Northeasterly 225.84 feet; Thence 90 degrees 00 minutes left run 250.00 feet to the Point of Beginning.

Also a 20 foot Non-Exclusive Easement for Ingress and Egress, the centerline of which is described as follows:

Commence at the Southeast corner of the Northeast Quarter of Northeast Quarter of Section 8, Township 18 South, Range 1 East; thence run Westerly along the south line thereof for 590.96 feet; thence 14 degrees 45 minutes 44 seconds left for 109.56 feet to the Point of Beginning; thence 135 degrees 20 minutes 50 seconds right for 203.56 feet; thence 27 degrees 25 minutes 11 seconds left for

94.86 feet; thence 23 degrees 29 minutes 21 seconds left for 161.96 feet; thence 6 degrees 50 minutes 29 seconds right for 237.76 feet; thence 16 degrees 60 minutes 04 seconds right for 135.73 feet; thence 16 degrees 01 minutes 19 seconds left for 97.84 feet; thence 28 degrees 24 minutes 05 seconds left for 321.29 feet; thence 9 degrees 22 minutes 33 seconds right for 455.59 feet to the southerly Right of Way of Shelby County Highway #41 and the Point of Ending.

The property and Easement are shown on the attached Exhibit "A".

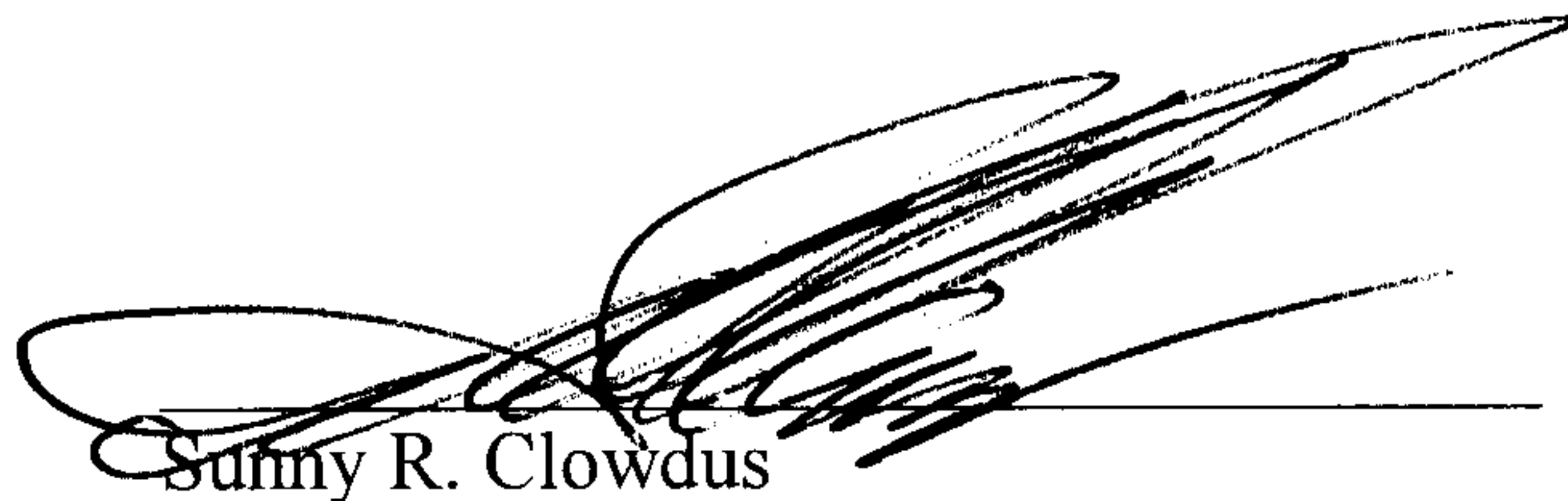
This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove.

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 Grantor, 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 Grantor does assign and covenant with the said Grantee that she is lawfully seized of said premises in fee simple; that it is free from all encumbrances except as hereinabove stated; that she has a good right to sell and convey the same as aforesaid; and that she will, and her 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 Sunny R. Clowdus, has hereunto set signature and seal this the 17 day of December, 2008.


Sunny R. Clowdus

STATE OF ALABAMA)
COUNTY OF Telfer)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sunny R. Clowdus, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 17th day of December, 2008.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES JUNE 13, 2011

My Commission Expires: _____



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