

20090402000120470 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
04/02/2009 12:27:37PM 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:
CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63304

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 Sean Nixon and Brandy Nixon, husband and wife to Mortgage Electronic Registration Systems, Inc., solely as nominee for Superior Bank dated the 26th day of January 2007, and recorded in Inst. # 20070205000053330, transferred and assigned to CitiMortgage, Inc. by document recorded in Inst. # 20090218000057870 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 ~~and~~ paid by the Grantee herein, the receipt whereof is hereby acknowledged, that Sean Nixon and Brandy Nixon, husband and wife, (herein referred to as "Grantors"), do grant, bargain, sell and convey unto CitiMortgage Inc., (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 3, according to the Survey of Calloway Cove Townhomes Plat No. 1, as recorded in Map Book 31, Page 67, in the Probate Office of Shelby County, Alabama.

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 Sean Nixon and Brandy Nixon, husband and wife, have hereunto set signature and seal this the 26 day of January, 2009.

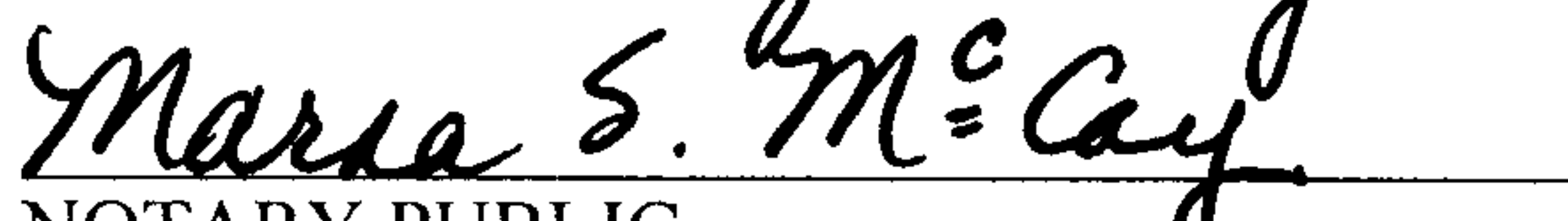

Sean Nixon


Brandy Nixon

STATE OF ALABAMA)
COUNTY OF Alabama)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sean Nixon and Brandy Nixon, husband and wife, 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, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 26 day of January, 2009.


NOTARY PUBLIC

My Commission Expires: 12/7/2011



Maria S. McCoy
Notary Public
State of Alabama
My Comm Expires 12/7/2011