

STATE OF ALABAMA     )  
                              :  
COUNTY OF SHELBY    )  
                              :

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned BRENDA EVANS , individually, ("Grantor") is the owner and record title holder of all that real property situated in Shelby County, Alabama, an more particularly described in Exhibit "A" attached hereto and incorporated herein by referenced ("Property"); and

WHEREAS, Grantor executed a mortgage in favor Mortgage Electronic Registration Systems, Inc. (MERS) acting solely as nominee for Lender and Lender's successors and assigns, et seq. In the Office of the Judge of Probate of Shelby County, Alabama ("Mortgage"), conveying the Property as security for the indebtedness recited therein; which said mortgage was subsequently assigned to Countrywide Home Loans, Inc. by instrument recorded in Inst # of said Probate Court records; and  
20090518000185680

WHEREAS, Grantor has requested that she be permitted to, and has agreed to, convey the Property to Grantee in consideration of a credit by Grantee to Grantor from and against the indebtedness secured by the Mortgage; and

WHEREAS, the Grantor and the Grantee have mutually agreed upon the amount of the credit by Grantee to Grantor from and against the indebtedness secured by the Mortgage and Grantor acknowledge that such credit and other considerations given to Grantors by Grantee are fair, equitable, beneficial to and in the best interest of Grantor; and

WHEREAS, the Grantee, by the acceptance of this Deed, shall in consideration thereof, credit the agreed amount of the indebtedness secured by the Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which the Grantor hereby acknowledges, and the aforesaid agreement of the Grantee to credit the agreed amount of the indebtedness secured by the Mortgage, the Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Countrywide Home Loans, Inc., a corporation, all of that certain real property situated in Shelby County, Alabama, an more particularly described in Exhibit "A" attached hereto and made a part hereof, together with any and all rights of redemption, statutory or equitable, of the Grantor with respect thereto. Grantor expressly makes this conveyance without reservation of retention of any rights of redemption, statutory or equitable.

TO HAVE AND TO HOLD to Countrywide Home Loans, Inc., it successors and assigns, in fee simple forever.

The undersigned Grantor covenants with the Grantee that she is the owner of the Property and has a good right to sell and convey the same; that the same is free of all encumbrances except the Mortgage; and that the Grantor will forever warrant and defend its title to the Property to the Grantee, its successors and assigns, forever. All covenants and agreements made herein shall bind the Grantor and her heirs and assigns.

It is understood and agreed that the lien and title of the Mortgage shall be merged in the title hereby conveyed, 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 in any proceeding instituted under any bankruptcy or other law, or in the event the survival of the lien and title of the Mortgage is necessary or appropriate to protect the interest and complete title of Grantee, 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 the Grantee shall have the right to proceed to a foreclosure of the Mortgage as determined by Grantee in all respects as if this instrument had not been executed.



IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument and set her hand and her seals hereunto, all on this 3 day of April, 2009.

WITNESS:

Shelley Nit

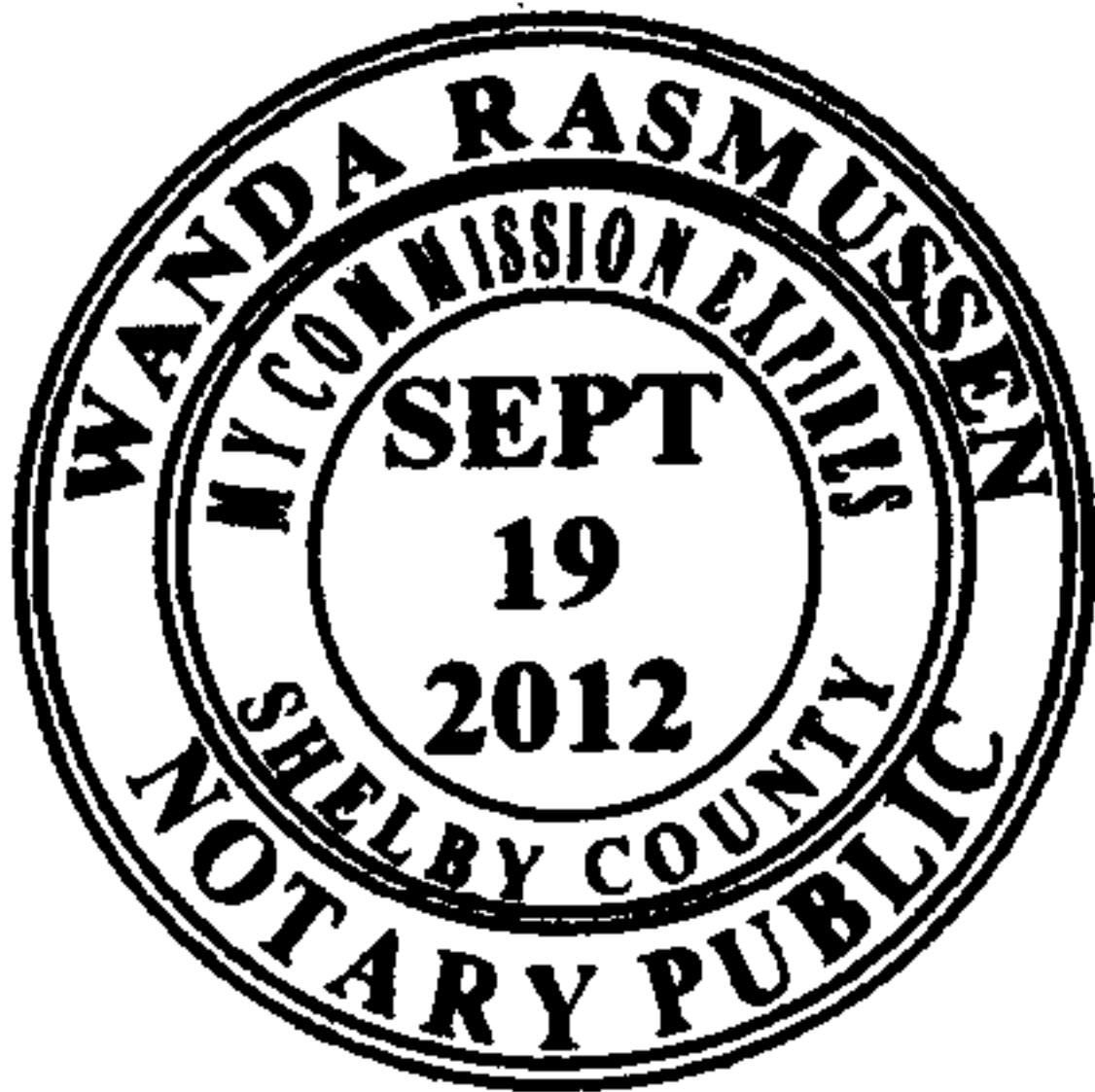
Brenda Evans  
BRENDA EVANS

STATE OF Alabama )  
COUNTY OF Shelby )

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

Given under my hand and official seal of office this the 3 day of April, 2009.

(SEAL)



Wanda Rasmussen  
Notary Public  
My commission expires:  
Sept 19, 2012

This instrument prepared by:

William S. McFadden  
McFADDEN, LYON & ROUSE, L.L.C.  
718 Downtowner Blvd.  
Mobile, Alabama 36613  
2474-7006

Brenda Evans  
Countrywide Home Loans, Inc.  
Deed in Lieu


  
20090518000185680 3/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
05/18/2009 12:47:23 PM FILED/CERT

Exhibit "A"

LOT 16-A, BROOK FOREST ADDITION TO WYNDHAM, AS RECORDED IN MAP  
BOOK 27, PAGE 25, IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA.

More commonly known as:

9450 Brook Forest Circle  
Helena, Alabama 35080

The real property herein conveyed does not constitute a part of grantors' or <sup>BE</sup>grantors'  
<sup>ex-spouse</sup>spouse's homestead property within the meaning of Title 6-10-3 Code of Alabama (1975).

Signed for identification:

Brenda Evans  
Brenda Evans