

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 John T. Sheehan and Ana D. Sheehan, husband and wife, to Mortgage Electronic Registration Systems, Inc. solely as nominee for Equifirst Corporation dated the 23rd day of February, 2005, and recorded in Instrument Number 20050414000176370 recorded in the Probate Office of Shelby County, Alabama; said mortgage having been subsequently transferred and assigned to U.S. Bank, N.A., as trustee for the certain pooling and servicing agreement, Series 2005-EFC1, Pool # 40065 by document recorded in Instrument Number ~~20090520000190680~~ 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, John T. Sheehan and Ana D. Sheehan, (herein referred to as "Grantors"), do grant, bargain, sell and convey unto U.S. Bank, N.A., as trustee for the certain pooling and servicing agreement, Series 2005-EFC1, Pool # 40065 (herein referred to as "Grantee"), all of his right, title and interest in the hereinafter described real estate situated in Shelby County, Alabama, which said real estate is described as follows:

LOT 253, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 2ND SECTOR, AS RECORDED IN MAP BOOK 20, PAGE 150, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREAS ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT #1994-07111 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 2ND SECTOR,

RECORDED INSTRUMENT #1996-10928 IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA (WHICH TOGETHER WITH ALL
AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY
REFERRED TO AS THE "DECLARATION").

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 John T. Sheehan and Ana D. Sheehan, have hereunto set signature and seal this the 13th day of MAY, 2009.

[SIGNATURES FOLLOW ON NEXT PAGE]

John T. Sheehan
John T. Sheehan

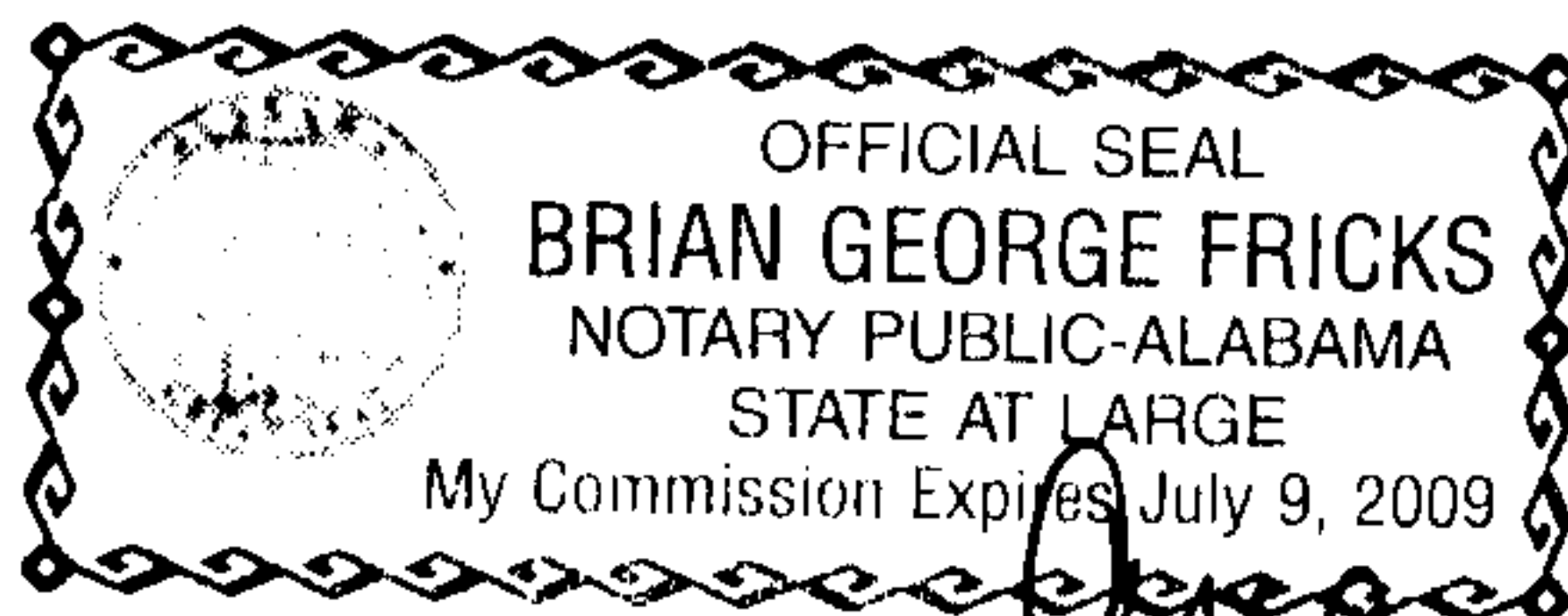
STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John T. Sheehan., 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 13 day of May, 2009.

[Signature]
NOTARY PUBLIC

My Commission Expires: 7-09-09



Ana D. Sheehan
Ana D. Sheehan

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ana D. Sheehan, 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 13 day of May, 2009.

[Signature]
NOTARY PUBLIC

My Commission Expires: 7-09-09

