

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:
Federal National Mortgage Association
P.O. Box 650043
Dallas, TX 75265-0043

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, Michael Shane Collins and Jaclyn J. Collins, husband and wife to Mortgage Electronic Registration Systems, Inc. solely as nominee for First American Bank, dated the 22nd day of June 2007, and recorded in Instrument Number 20070702000310010 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, Michael Shane Collins and Jaclyn J. Collins, husband and wife (herein referred to as "Grantors"), do grant, bargain, sell and convey unto Federal National Mortgage Association (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 10, according to the Survey of Hidden Spring, Sector 2, as
recorded in Map Book 32, Page 97, in the office of the Judge of
Probate 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.

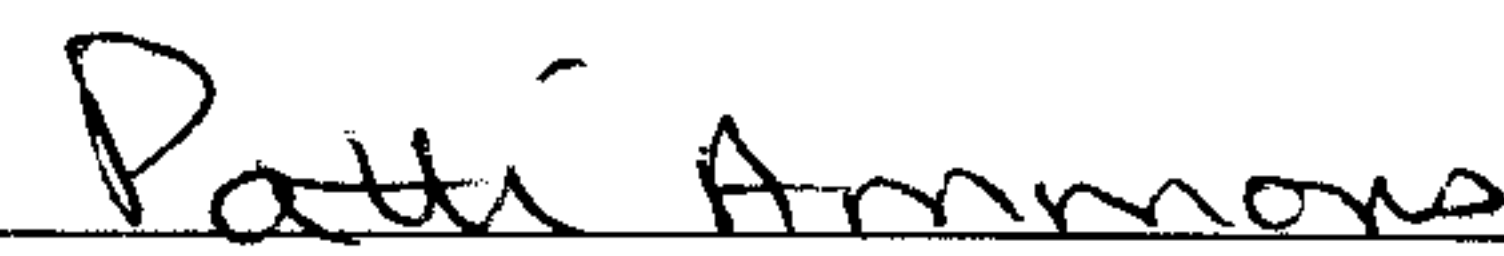
IN WITNESS WHEREOF, the said Michael Shane Collins and Jaclyn J. Collins have hereunto set signature and seal this the 26th day of February, 2010.


Michael Shane Collins

STATE OF ALABAMA)
COUNTY OF CALHOUN)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify Michael Shane Collins, 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 26th day of February, 2010.


NOTARY PUBLIC

My Commission Expires: 11-12-2010

PATTI AMMONS
NOTARY PUBLIC
ALABAMA, STATE AT LARGE
MY COMMISSION EXPIRES NOVEMBER 12, 2010



Jaclyn J. Collins
Jaclyn J. Collins

STATE OF ALABAMA)
COUNTY OF CAHOUN)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify Jaclyn J. Collins, 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 26th day of February, 2010.

Patti Ammons
NOTARY PUBLIC

My Commission Expires: 11-12-2010

PATTI AMMONS
NOTARY PUBLIC
ALABAMA, STATE AT LARGE
MY COMMISSION EXPIRES NOVEMBER 12, 2010



20100311000071530 3/3 \$18.00
Shelby Cnty Judge of Probate, AL
03/11/2010 11:54:28 AM FILED/CERT