

STATE OF ALABAMA

COUNTY OF SHELBY



20100521000161700 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
05/21/2010 12:54:48 PM FILED/CERT

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned LOU ANN WARREN kna LOU ANN COMPTON and STEVE COMPTON, individually and as husband and wife, ("Grantors") are the owners and record title holders of all that real property situated in Shelby County, Alabama.

WHEREAS, Grantors executed a mortgage to Mortgage Electronic Registration Systems, Inc. (MERS) acting solely as nominee for The Mortgage Outlet and Lender and Lender's successors and assigns ("Grantee") dated January 19, 2007 and recorded in Instrument No. 20070126000040390, et seq. In the Office of the Judge of Probate of Shelby County, Alabama ("Mortgage"), which said mortgage was subsequently assigned to BAC HOME LOANS SERVICING, LP by instrument recorded in Instrument No. 20100521000161 of said Probate Court records; which property is described as follows:

Lot 40, according to the Amended Map of Greystone Highland, Phase II, as recorded in the Office of the Judge of Probate in Map or Plat Book 19, Page 25 of SHELBY County, Alabama.

More commonly known as : 808 Greystone Highlands Drive, Birmingham, AL 35242

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

WHEREAS, the Grantors and the Grantee have mutually agreed upon the amount of the credit by Grantee to Grantors from and against the indebtedness secured by the Mortgage and Grantors acknowledge that such credit and other considerations given to Grantors by Grantee are fair, equitable, beneficial to and in the best interest of Grantors; 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 Grantors by the Grantee, the receipt and sufficiency of which the Grantors hereby acknowledge, and the aforesaid agreement of the Grantee to credit the agreed amount of the indebtedness secured by the Mortgage, the Grantors do hereby GRANT, BARGAIN, SELL and CONVEY unto BAC HOME LOANS SERVICING, LP, a corporation, all of that certain real property situated in Shelby County, Alabama, together with any and all rights of redemption, statutory or equitable, of the Grantors with respect thereto. Grantors expressly make this conveyance without reservation of retention of any rights of redemption, statutory or equitable.

TO HAVE AND TO HOLD to BAC HOME LOANS SERVICING, LP, its successors and assigns, in fee simple forever.

The undersigned Grantors covenant with the Grantee that they are the owners of the Property and have a good right to sell and convey the same; that the same is free of all encumbrances except the Mortgage; and that the Grantors 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 Grantors and their 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 Grantors have executed this instrument and set their hands and their seals hereunto, all on this 27 day of December, 2009.

Lou Ann Warren Kna
LOU ANN WARREN KNA
LOU ANN COMPTON

Steve Compton
STEVE COMPTON

STATE OF S.C.)
COUNTY OF Anderson)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that LOU ANN WARREN KNA LOU ANN COMPTON, 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 27th day of December, 2009.

(SEAL)

Donal D. Shettle
Notary Public
My commission expires: Apr. 09, 2014

STATE OF S.C.)
COUNTY OF Anderson)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that STEVE COMPTON, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 29th day of December, 2009.

(SEAL)

Donal D. Shettle
Notary Public
My commission expires: Apr. 09, 2014

This instrument prepared by:
William S. McFadden
McFADDEN, LYON & ROUSE, L.L.C.
718 Downtowner Blvd.
Mobile, Alabama 36609
2474-8054