


Value = \$1,000.00

This instrument prepared by:  
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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

  
20100526000167110 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
05/26/2010 12:11:05 PM FILED/CERT

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 Joseph C. Harris and Anna D. Harris, husband and wife, to Mortgage Electronic Registration Systems, Inc. solely as nominee for Impact Mortgage Group, Inc., dated the 8th day of February 2006, and recorded in Instrument Number 20060224000090900, 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, Joseph C. Harris and Anna D. Harris, 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 150, according to the Map of Cedar Grove at Sterling Gate, Sector 2, Phase 3, as recorded in Map Book 26, Page 122, in the Probate Office of Shelby County, Alabama.

This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove.

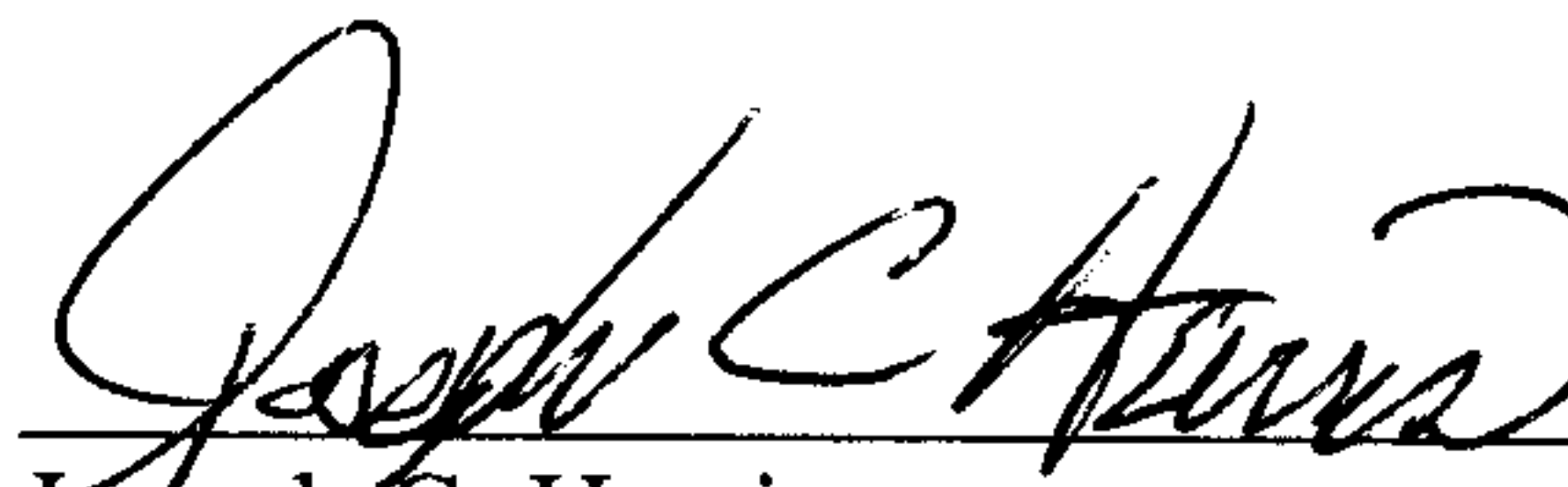
It is understood and agreed that the lien and title of the Mortgage referred to hereinabove shall be merged in the title hereby conveyed ONLY in the event of the full effectiveness of this conveyance, according to the terms and provisions expressed herein, and that, if for any reason, this conveyance 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.

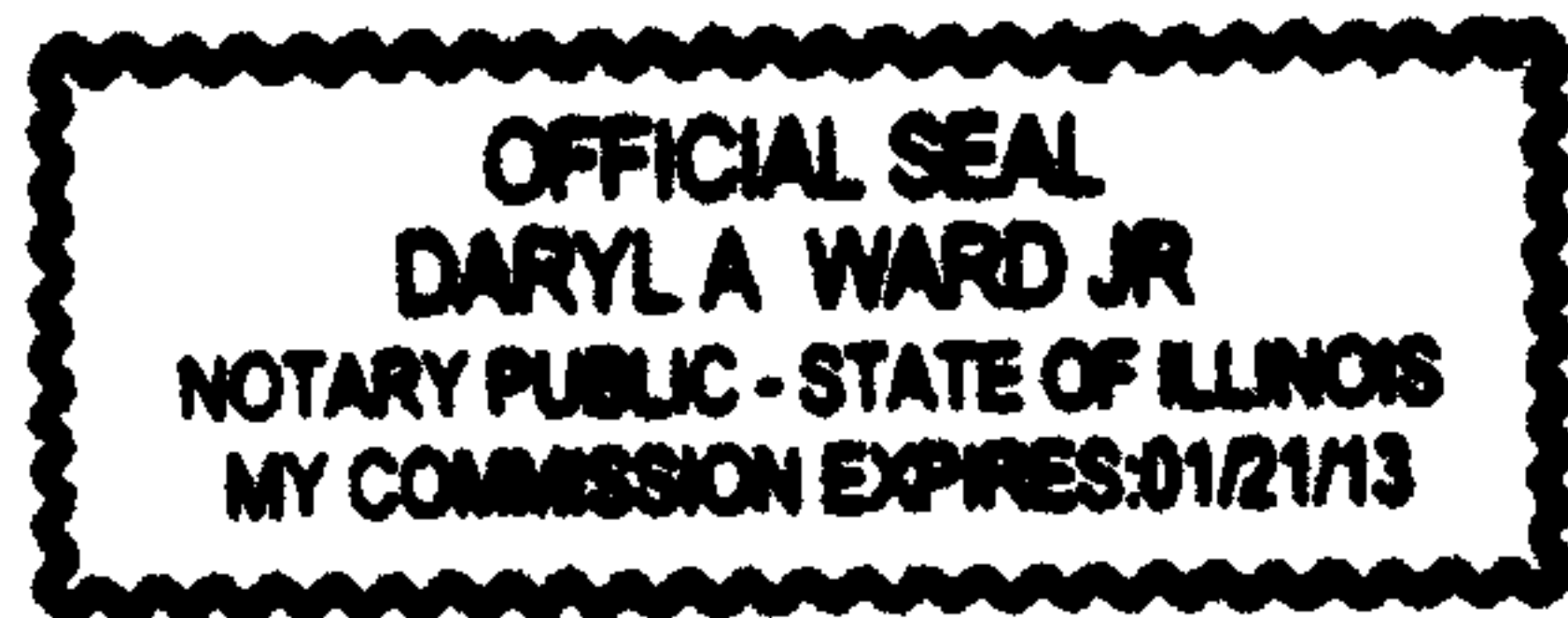
IN WITNESS WHEREOF, the said Joseph C. Harris and Anna D. Harris have hereunto set signature and seal this the 26 day of April, 2010.

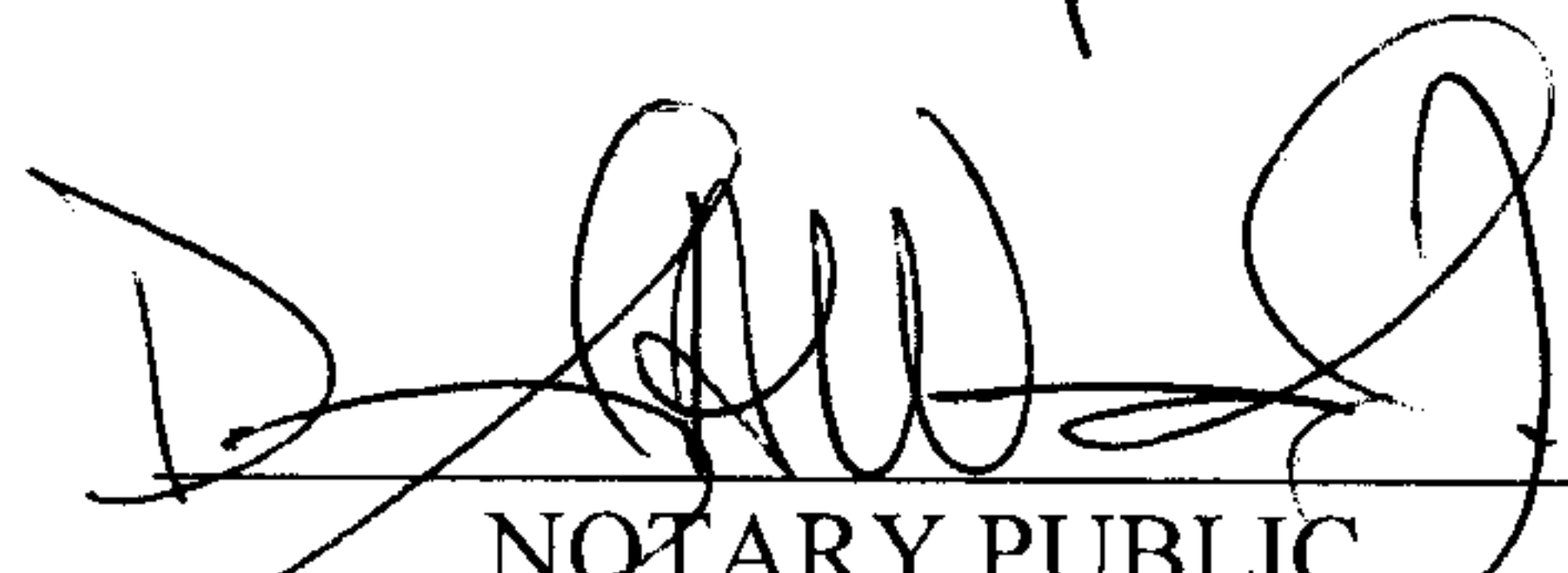
  
\_\_\_\_\_  
Joseph C. Harris

STATE OF IL )  
COUNTY OF Will )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify Joseph C. Harris, 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 April, 2010.



  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 1/21/13



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Anna D. Harris  
Anna D. Harris

STATE OF IL )  
COUNTY OF Will )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify Anna D. Harris, 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 26<sup>th</sup> day of April - , 2010.



Daryl A. Ward Jr.  
NOTARY PUBLIC

My Commission Expires: 1/21/13



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