

This instrument prepared by:
Cynthia W. Williams
Sirote & Permutt, P.C.
2311 Highland Avenue South
P.O. Box 55727
Birmingham, AL 35255

Send Tax Notice to:
EverHome Mortgage Company
8100 Nations Way
Jacksonville, FL 32256

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 Samantha Shaw Fowler, who took title as Samantha Mullins an unmarried woman, and her Husband Brian Earl Fowler to Mortgage Electronic Registration Systems, Inc. solely as nominee for New South Federal Savings Bank, dated the 17th day of July, 2009, and recorded in Instrument Number: 20090731000294780 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, Samantha Shaw Fowler, who took title as Samantha Mullins an unmarried woman, and her Husband Brian Earl Fowler (herein referred to as "Grantor"), does grant, bargain, sell and convey unto Everhome Mortgage Company (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:

Lots 130 and 131, according to the Survey of Willow Oaks, as recorded in Map Book 38,
Page 137 A, B & C, 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 Grantor, 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 Grantor does assign, covenant with said Grantee that she is lawfully seized of said premises in fee simple; that it is free from all encumbrances except as hereinabove stated; that she has a good right to sell and convey the same as aforesaid; and that she will, and her 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.

Grantor(s) and Grantee, agree that this Deed in Lieu of Foreclosure and the transactions contemplated herein are a mutual, full, and complete settlement, discharge and release of Grantor's and Grantee's claims relating to the mortgage, including, without limitation, their rights and obligations with respect to the rescission of the mortgage pursuant to the Truth-In-Lending Act, Federal Reserve Regulation Z, or any other applicable law; and Grantor(s) further acknowledges that she has elected to proceed with this Deed in Lieu of Foreclosure and the transactions contemplated herein in lieu of any other rights or actions that she might pursue with respect to rescission either now or in the future.

TO HAVE AND TO HOLD to the said Grantee, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said, has hereunto set signature and seal this the 14 day of December, 2010.


20110223000062830 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
02/23/2011 03:08:12 PM FILED/CERT

Samantha Shaw Fowler
Samantha Shaw Fowler

Brian Earl Fowler
Brian Earl Fowler


STATE OF Alabama)
COUNTY OF St. Clair)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Samantha Shaw Fowler, who took title as Samantha Mullins an unmarried woman, and her Husband Brian Earl Fowler, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he/she/they execute the same voluntarily on the day the same bears date.

Given under my hand and seal on this 14 day of December, 2010.

B. G. Capps
NOTARY PUBLIC

My Commission Expires: 4-8-12


20110223000062830 2/2 \$16.00
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