

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:
HSBC
Attention: Tanya Wood
636 Grand Regency Boulevard
Brandon, FL 33510

STATE OF ALABAMA)
COUNTY OF SHELBY)

DEED IN LIEU OF FORECLOSURE


20110610000172640 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
06/10/2011 04:08:58 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the amount owed to Grantee under that certain Note and Mortgage executed by Tony W. Gothard and Denise Gothard A/K/A Shirley D. Gothard, husband and wife, to Household Finance Corporation of Alabama, dated the 22nd day of February, 2005, and recorded in Instrument Number 20050304000103740 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, Tony W. Gothard and Denise Gothard A/K/A Shirley D. Gothard, husband and wife, (herein referred to as "Grantor"), does grant, bargain, sell and convey unto Household Finance Corporation of Alabama (herein referred to as "Grantee"), all of their rights, title and interest in the hereinafter described real estate situated in Shelby County, Alabama, which said real estate is described as follows:

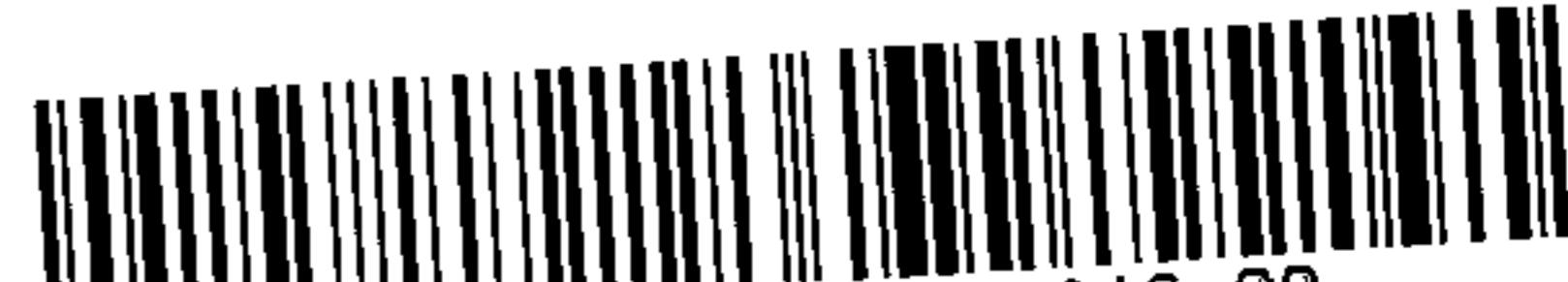
A part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 21 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the NW corner of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and run thence Southerly along the western boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 115 feet, more or less, to a point on the southerly right of way line of the Mooney Road; thence continue in the same direction along the western boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 319 feet to point of beginning of the land herein conveyed; from the point of beginning of the land herein conveyed run thence north along the western boundary of said $\frac{1}{4}$ $\frac{1}{4}$ section a distance of 319 feet to a point on the southerly right of way line of the Mooney road; thence turn to the right and run Easterly along the Southern right of way line of Mooney Road a distance of 361 feet to a point; thence turn to the right and run in a southerly and southwesterly direction a distance of 110 feet along a fence line to a point on said fence line where the direction thereof changes, which said point is further described as being 259 feet from the point of beginning of the land herein conveyed; thence turn to the right and run in a straight line a distance of 259 feet to point of beginning.

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.



20110610000172640 2/2 \$16.00
Shelby Cnty Judge of Probate, AL
06/10/2011 04:08:58 PM FILED/CERT

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 6 day of June, 2011.

Tony W. Gothard
Tony W. Gothard
Denise Gothard
Denise Gothard A/K/A Shirley
D. Gothard

STATE OF Alabama,
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tony W. Gothard and Denise Gothard A/K/A Shirley D. Gothard, husband and wife, 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 6 day of June 2011.

Shirley McNamee
NOTARY PUBLIC
My Commission Expires: 1-11-14