

20110713000204070 1/2 \$21.00
Shelby Cnty Judge of Probate, AL
07/13/2011 03:04:10 PM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

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 Jamie C. Talbott A/K/A Jamie Talbott Miller and Stephen C. Miller, a married couple, to Wilmington Finance, a division of AIG Federal Savings Bank dated the 14th day of June, 2004, recorded in Instrument Number 20040630000361430 the Probate Office of Shelby County, Alabama; said mortgage subsequently transferred and assigned to MorEquity, Inc. by instrument recorded in Instrument Number 20041230000406880, and in further consideration of the sum of One Dollar (\$1.00) to the undersigned Grantors in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged Jamie C. Talbott A/K/A Jamie Talbott Miller and Stephen C. Miller, a married couple, (herein referred to as "Grantors"), do hereby grant, bargain, sell and convey unto MorEquity, Inc. (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:

Unit C, Block 11, according to the Survey of Chandalar South Townhouses, as recorded in Map Book 7, Page 166, in the Probate Office of Shelby County, Alabama

This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove and is executed by the aforementioned Grantors.

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 herein from intervening claims or liens of third persons, which were junior to the lien of the Mortgage.

And the Grantors do assign and 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.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Grantors have hereunto set their signatures this the 26th day of May, 2011.

Jamie C. Talbott A/K/A Jamie Talbott Miller
Stephen C. Miller

NOTARY ACKNOWLEDGEMENT

STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jamie C. Talbott A/K/A Jamie Talbott Miller and Stephen C. Miller, a married couple, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 26th day of May, 2011.

[Signature]
NOTARY PUBLIC
My Commission Expires: 5-1-15

This Instrument Prepared By:
Andy Saag, Esq.
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