

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 Tammy G. Simmons, unmarried, to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for First Horizon Home Loans, a Division of First Tennessee Bank, N.A. dated the 26th day of July, 2007, recorded in Instrument Number 20070808000370180 the Probate Office of Shelby County, Alabama; said mortgage subsequently transferred and assigned to Midfirst Bank by instrument recorded in Instrument Number 20110223000062260 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 Tammy G. Simmons, unmarried, (herein referred to as "Grantor"), does hereby grant, bargain, sell and convey unto Midfirst Bank (herein referred to as "Grantee"), all of her right, title and interest in the hereinafter described real estate situated in Shelby County, Alabama, which said real estate is described as follows:


Lot 181 according to the survey of Waterford Village, Sector 4, as recorded in Map Book 33, Page 86, 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 Grantor.

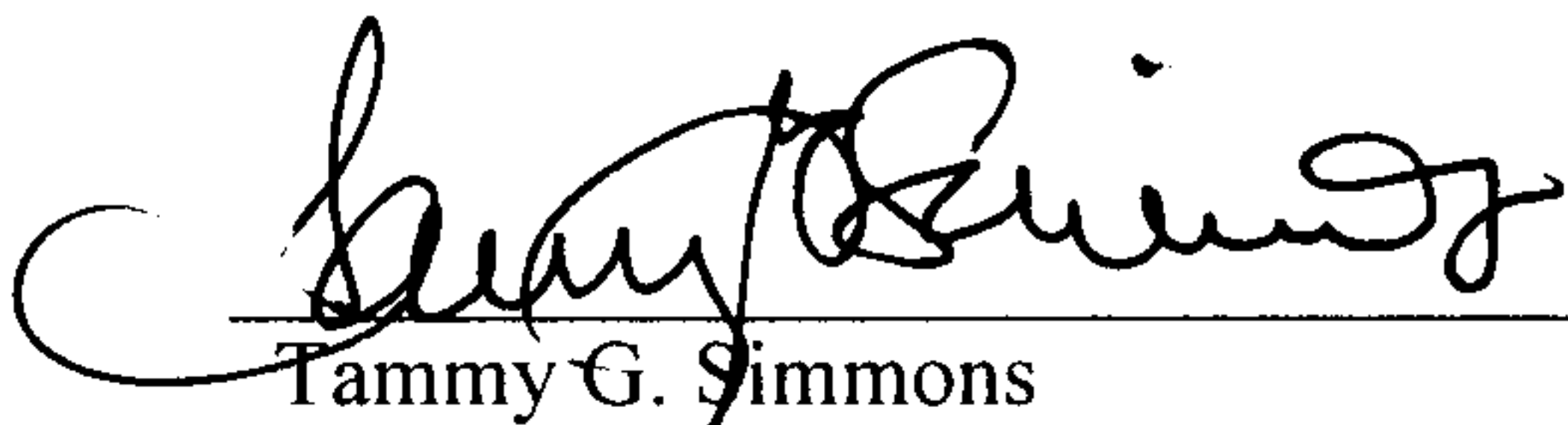
It is understood and agreed that the lien and title of the Mortgage referred to hereinabove shall be merged in the title hereby conveyed ONLY in the event of the full effectiveness of this conveyance, according to the terms and provisions expressed herein, and that, if for any reason, this conveyance 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 herein from intervening claims or liens of third persons, which were junior to the lien of the Mortgage.

And the Grantor does assign and covenant with the 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.

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


20110720000210600 1/2 \$19.00
Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the Grantor has hereunto set her signature this 23rd day of June, 2011.

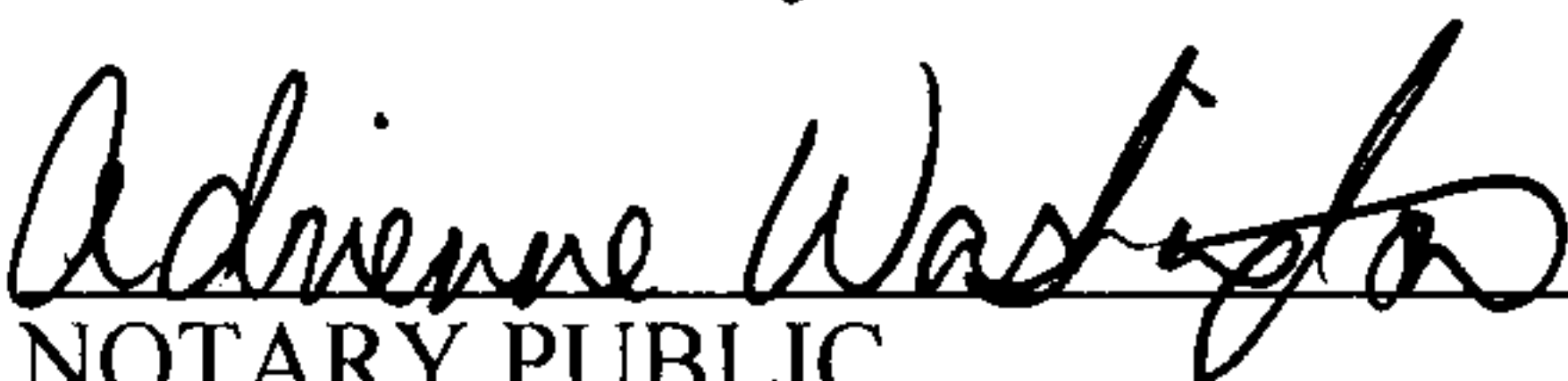

Tammy G. Simmons

NOTARY ACKNOWLEDGEMENT

STATE OF Alabama)
State at Large COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tammy G. Simmons, unmarried, 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 23rd day of June, 2011.


NOTARY PUBLIC

My Commission Expires: Sept. 3, 2014



20110720000210600 2/2 \$19.00
Shelby Cnty Judge of Probate, AL
07/20/2011 11:37:02 AM FILED/CERT

This Instrument Prepared By:
Andy Saag, Esq.
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Birmingham, AL 35255-5727