

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 Stephen L. Roper and Alyssa M. Roper, husband and wife, to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for SouthStar Funding, LLC dated the 5th day of May 2006, recorded in Instrument Number 20060515000228060 the Probate Office of Shelby County, Alabama; subsequently transferred and assigned to Countrywide Home Loans, Inc. for the benefit of NB Holdings Corporation in Instrument Number 20080929000385190 and being further transferred and assigned to Countrywide Home Loans Servicing, L.P. in Instrument Number 20090108000005360 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 STEPHEN L. ROPER AND ALYSSA M. ROPER, HUSBAND AND WIFE, (herein referred to as "Grantors"), do hereby grant, bargain, sell and convey unto BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS SERVICING, L.P. (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 56, according to the Survey of Second Sector, Fieldstone Park, as recorded in Map Book 16, Page 114, 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.

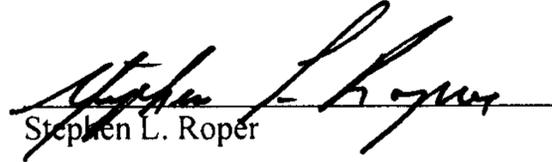
TO HAVE AND TO HOLD to the said Grantee, and to its successors and assigns forever.

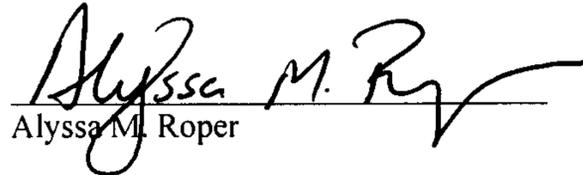
{SIGNATURE PAGE TO FOLLOW}



20110722000214510 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
07/22/2011 02:42:24 PM FILED/CERT

IN WITNESS WHEREOF, the Grantors have hereunto set their signatures this the 21 day of December, 2010


Stephen L. Roper


Alyssa M. Roper

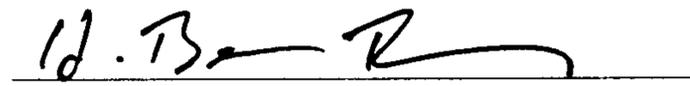
NOTARY ACKNOWLEDGMENT

STATE OF GEORGIA)

WINNETT COUNTY)

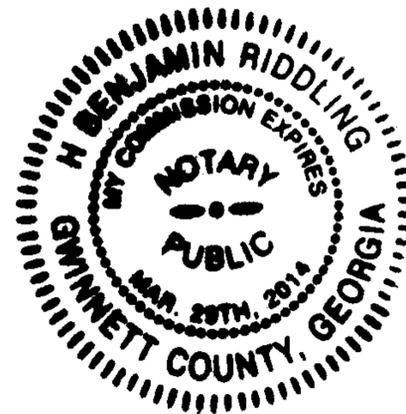
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stephen L. Roper and Alyssa M. Roper, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 21 day of December, 2010


NOTARY PUBLIC
My Commission Expires: 3/29/14

This Instrument Prepared By:
Andy Saag, Esq.
Sirote & Permutt, P.C.
P.O. Box 55727
Birmingham, AL 35255-5727

Send Tax Notice To:
BAC Home Loans Servicing, L.P. f/k/a Countrywide Home Loans Servicing, L.P.
Mail Stop AZ1-805-03-03
2505 West Chandler Blvd.
Building D, Third Floor
Chandler, AZ 85224




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