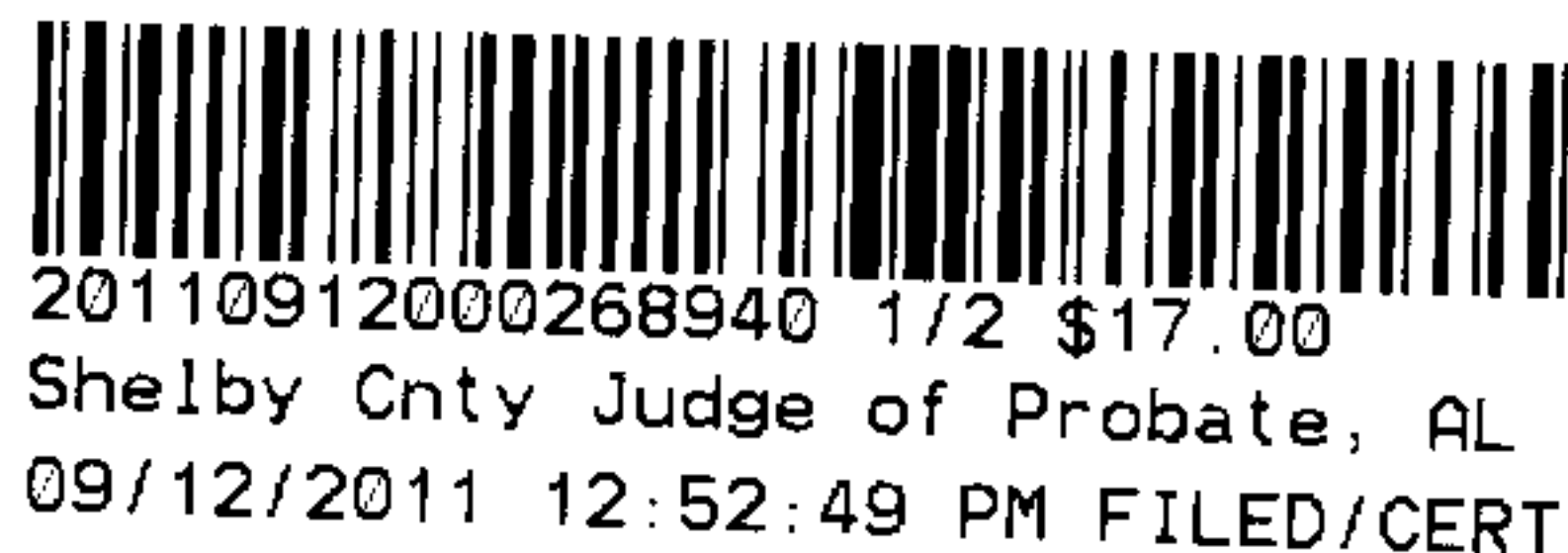


STATE OF ALABAMA

COUNTY OF SHELBY



DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned MICHELE B. SCOTT, a single person, individually, ("Grantor") is the owner and record title holder of all that real property situated in Shelby County, Alabama.

WHEREAS, Grantor executed a mortgage to Mortgage Electronic Registration Systems, Inc. (MERS) acting solely as nominee for Henger Rast Mortgage Corporation, a Corporation and Lender and Lender's successors and assigns ("Grantee") dated November 19, 2009 and recorded in Instrument No. 20091222000465870, et seq. in the Office of the Judge of Probate of Shelby County, Alabama ("Mortgage"), which said mortgage was subsequently assigned to GMAC MORTGAGE, LLC by instrument recorded in Instrument No. 20110613000173530 of said Probate Court records in and to the property is described as follows:

LOT 3-58, ACCORDING TO THE PLAT OF CHELSEA PARK 3RD SECTOR,
AS RECORDED IN MAP BOOK 34, PAGES 23 A & B, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA.

Commonly known as 2028 FAIRBANK CIRCLE, CHELSEA, AL 35043

WHEREAS, Grantor, MICHELE B. SCOTT, hereby agrees and certifies that the property shall be vacant on or before July 1, 2011 and that no persons shall reside or be give access to stay at the property after July 1, 2011: and

WHEREAS, Grantor has requested that they be permitted to, and have agreed to, convey the Property to Grantee in consideration of a credit by Grantee to Grantor from and against the indebtedness secured by the Mortgage; and

WHEREAS, the Grantor and the Grantee have mutually agreed upon the amount of the credit by Grantee to Grantor from and against the indebtedness secured by the Mortgage and Grantors acknowledge that such credit and other considerations given to Grantor by Grantee are fair, equitable, beneficial to and in the best interest of Grantor; and

WHEREAS, the Grantee, by the acceptance of this Deed, shall in consideration thereof, credit the agreed amount of the indebtedness secured by the Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which the Grantor hereby acknowledges, and the aforesaid agreement of the Grantee to credit the agreed amount of the indebtedness secured by the Mortgage, the Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto GMAC MORTGAGE, LLC, a corporation, all of that certain real property situated in Shelby County, Alabama, together with any and all rights of redemption, statutory or equitable, of the Grantor with respect thereto. Grantor expressly makes this conveyance without reservation of retention of any rights of redemption, statutory or equitable.

TO HAVE AND TO HOLD to GMAC MORTGAGE, LLC, it successors and assigns, in fee simple forever.

The undersigned Grantor covenants with the Grantee that she is the owner of the Property and has a good right to sell and convey the same; that the same is free of all encumbrances except the Mortgage; and that the Grantor will forever warrant and defend her title to the Property to the Grantee, its successors and assigns, forever. All covenants and agreements made herein shall bind the Grantor and her heirs and assigns.

It is understood and agreed that the lien and title of the Mortgage shall not be merged in the title hereby conveyed, 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 in any proceeding instituted under any bankruptcy or other law, or in the event the survival of the lien and title of the Mortgage is necessary or appropriate to protect the interest and complete title of Grantee, 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 the Grantee shall have the right to proceed to a foreclosure of the Mortgage as determined by Grantee in all respects as if this instrument had not been executed.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument and set her hands and their seals hereunto, all on this 13th day of July, 2011.

MICHELE B. SCOTT
MICHELE B. SCOTT

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that MICHELE B. SCOTT, 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 the above and foregoing instrument, she executed the same voluntarily on the day the same bears date.


Given under my hand and official seal of office this the 13th day of July, 2011.

(SEAL)

Mary Jo White
Notary Public
My commission expires:
June 16, 2015
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 16, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:

Beth McFadden Rouse
McFADDEN, LYON & ROUSE, L.L.C.
718 Downtowner Blvd.
Mobile, Alabama 36609
3615-125


20110912000268940 2/2 \$17.00
Shelby Cnty Judge of Probate, AL
09/12/2011 12:52:49 PM FILED/CERT