



20120210000050590 1/4 \$23.00
Shelby Cnty Judge of Probate, AL
02/10/2012 01:14:25 PM FILED/CERT

After Recording Return To:
RUTH RUHL, P.C.
Attn: Recording Department
2801 Woodside Street
Dallas, Texas 75204

This Document Prepared By:
RUTH RUHL, P.C.
Ruth Ruhl, Esquire
2801 Woodside Street
Dallas, Texas 75204

Send Tax Notice To:
350 Highland Drive
Lewisville, Texas 75067

Loan No.: 0596579844
Investor No.: 1706678138

DEED IN LIEU OF FORECLOSURE

State of Alabama §
County of Shelby §

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the amount owed to Grantee under that certain Note and Mortgage executed by Elvin Daniel Bittner, III, an unmarried man whose address is 2082 Rossburg Pl Lot 119, Calera, Alabama 35040 to Mortgage Electronic Registration Systems Inc., as nominee for Bluestar Mortgage, LLC

dated March 14th, 2008, and recorded in Book N/A, Page N/A
Instrument No.: 20080325000120180 and further transferred and assigned to Nationstar Mortgage LLC

in Book N/A, Page N/A, Instrument No. 20110912000269350 in the Probate Office of Shelby County, Alabama, and in further consideration of the sum of ~~One Dollar (\$1.00)~~ *Two Thousand \$2,000.00* to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, Elvin Daniel Bittner, III, an unmarried man, (herein referred to as "Grantors"), do grant, bargain, sell and convey unto Federal National Mortgage Association whose address is 3900 Wisconsin Avenue, NW, Washington, DC 20016-2892

(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:

payable within 10 days of Grantors receipt
EDB

Loan No.: 0596579844
Investor No.: 1706678138

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS: 2082 Rossburg Pl Lot 119, Calera, Alabama 35040

TAX ID: 28-03-05-0-009-019.000

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

And the Grantors do assign, covenant with the said Grantee that he is 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.

IN WITNESS WHEREOF, the said, has hereunto set signature and seal this 17 day of JANUARY, 2012

Elvin Daniel Bittner, III
Elvin Daniel Bittner, III -Grantor

(Seal)
-Grantor

Loan No.: 0596579844
Investor No.: 1706678138

GRANTOR ACKNOWLEDGMENT

State of Alabama §
County of Shelby §

I, Diana Vest, Notary Public [name and style of officer], hereby certify that
Elvin Daniel Bittner, III

whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on
this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the
day the same bears date.

Given under my hand this 11th day of January, A.D. 2012. DV
Diana Vest

(Seal)

Exp. 8-12-13 Notary Public
Style of Officer

Loan No.: 0596579844
Investor No.: 1706678138



20120210000050590 4/4 \$23.00
Shelby Cnty Judge of Probate, AL
02/10/2012 01:14:25 PM FILED/CERT

EXHIBIT "A"

SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 119, ACCORDING TO THE SURVEY OF ROSSBURG TOWNHOMES, AS RECORDED IN MAP BOOK 36, PAGE 18, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO ELVIN DANIEL BITTNER, III, AN UNMARRIED MAN, BY WARRANTY DEED, FROM JAMES VENTOURIS AND WIFE, THERESA VENTOURIS, DATED MARCH 14, 2008, AND RECORDED MARCH 25, 2008, IN INSTRUMENT NO. 20080325000120170, SAID PROBATE COURT, SHELBY COUNTY, ALABAMA.