

This instrument was prepared by:

LYNN BENNETT BYRD, ESQ.  
136 N. MT. PLEASANT AVE. SUITE 260  
MONROEVILLE AL 36461

**When Recorded Mail To:**  
Financial Dimensions, Inc.  
1400 Lebanon Church Road  
Pittsburgh, PA 15236

689355-1

11011913

**DEED IN LIEU OF FORECLOSURE**

TITLE OF DOCUMENT

TP# 175553848

KNOW ALL MEN BY THESE PRESENTS, that **KENNETH M. JOHNSON AND TAMMY S. JOHNSON, AS HUSBAND AND WIFE**, whose mailing address is 1082 Huntley Apt Dr Pelham AL 35124 hereinafter called grantor, for \$160,910.16 and other good and valuable consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **WELLS FARGO FINANCIAL ALABAMA, INC.**, who address is ONE HOME CAMPUS, MAC X2301-03R, DES MOINES IA 50328, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of SHELBY, State of Alabama, described as follows:

**LOT 184, ACCORDING TO THE SURVEY OF CEDAR GROVE AT STERLING GATE SECTOR 2, PHASE 7, AS RECORDED IN MAP BOOK 31, PAGE 147, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.



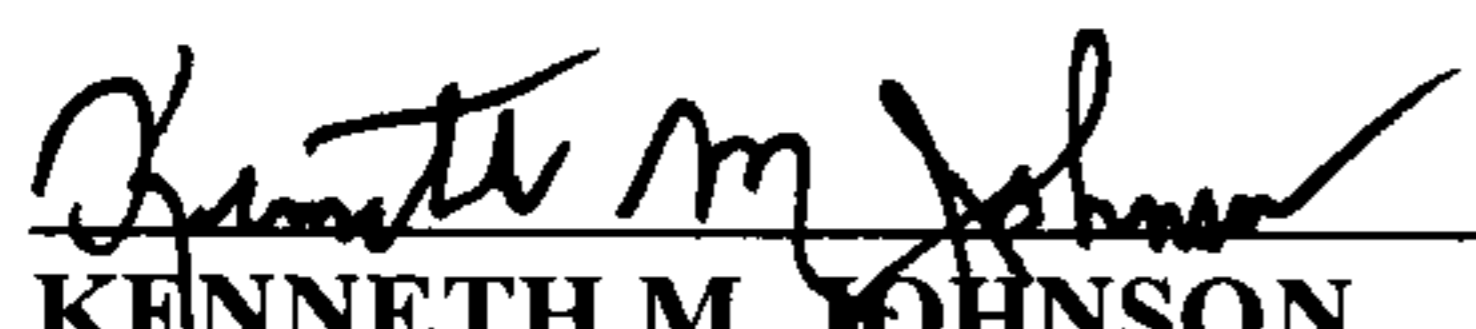
Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of \$160,910.16 and grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain mortgage signed 03/30/2007, by **KENNETH M. JOHNSON AND TAMMY S. JOHNSON** of **WELLS FARGO FINANCIAL ALABAMA, INC.** and recorded in Instrument No. 20070620000288360, real property records of SHELBY County, Alabama on 06/20/2007.

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

See Estoppel Affidavit attached as Exhibit "A"

IN WITNESS WHEREOF, the grantor has executed this instrument this 26<sup>th</sup> day of March, 2012

  
KENNETH M. JOHNSON

  
TAMMY S. JOHNSON

STATE OF ALABAMA

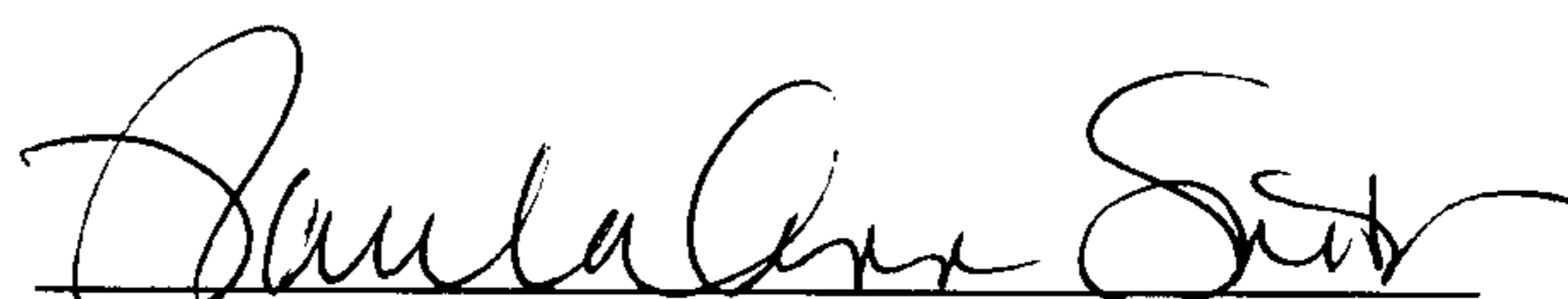
COUNTY OF Shelby

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **KENNETH M. JOHNSON and TAMMY S. JOHNSON**, whose name as Grantor is signed to the foregoing conveyance, and who is known to me, who after by me being first duly sworn on oath did depose and say that being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this, the 26<sup>th</sup> day of March, 2012.



20120409000120160 2/4 \$22.00  
Shelby Cnty Judge of Probate, AL  
04/09/2012 10:18:01 AM FILED/CERT



Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 19, 2014

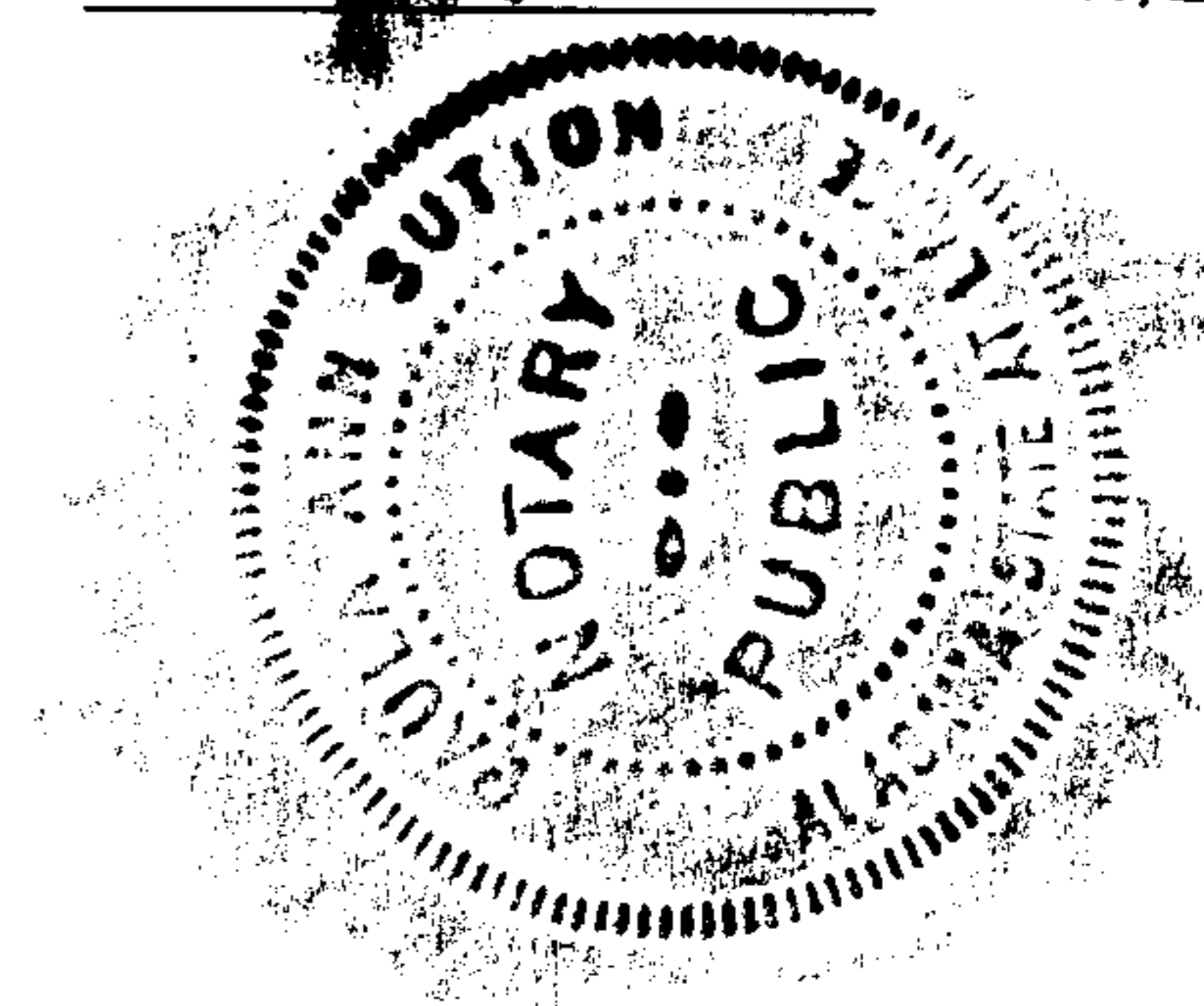


Exhibit "A"  
ESTOPPEL AFFIDAVIT

STATE ALABAMA )  
 )  
COUNTY OF Shelby ) SS.

**KENNETH M. JOHNSON AND TAMMY S. JOHNSON, AS HUSBAND AND WIFE**,, being first duly sworn, depose and say: That they/he/she is the identical party who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **WELLS FARGO FINANCIAL ALABAMA, INC.** dated the day of March 26, 20 12, conveying the following described property, to-wit:

**LOT 184, ACCORDING TO THE SURVEY OF CEDAR GROVE AT STERLING GATE SECTOR 2, PHASE 7, AS RECORDED IN MAP BOOK 31, PAGE 147, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

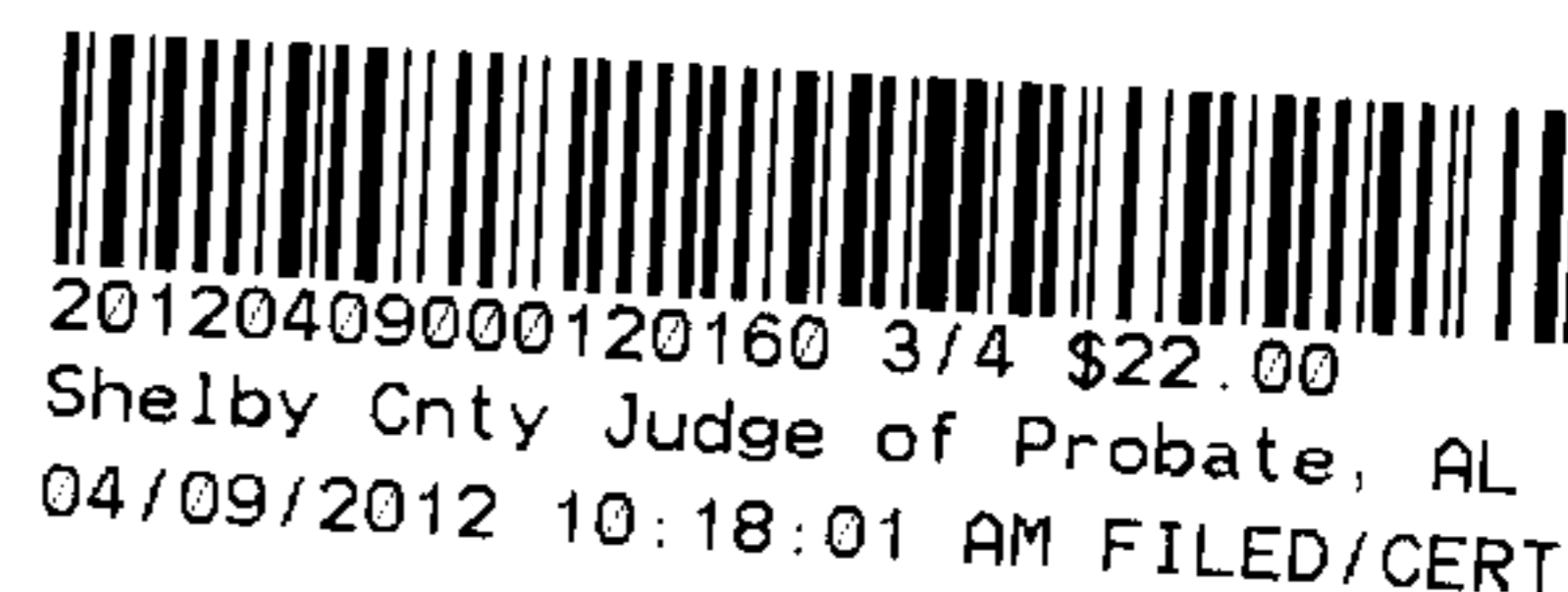
That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **WELLS FARGO FINANCIAL ALABAMA, INC.**, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **WELLS FARGO FINANCIAL ALABAMA, INC.** therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **WELLS FARGO FINANCIAL ALABAMA, INC.**;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditors of the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **WELLS FARGO FINANCIAL ALABAMA, INC.** who have an interest, either directly or indirectly, in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$160,910.16 by **WELLS FARGO FINANCIAL ALABAMA, INC.** and **WELLS FARGO FINANCIAL ALABAMA, INC.**'s agreement to forbear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein was executed by **KENNETH M. JOHNSON AND TAMMY S. JOHNSON** to **WELLS FARGO FINANCIAL ALABAMA, INC.** dated 3/30/2007 and recorded on 6/20/2007, in Instrument No. 20070620000288360 of SHELBY County, State of Alabama. At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of **WELLS FARGO FINANCIAL ALABAMA, INC.**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.



(Estoppel Affidavit)

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

**WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.**

Dated: 3/26/12

Dated: 3/26/2012

Kenneth M. Johnson  
KENNETH M. JOHNSON

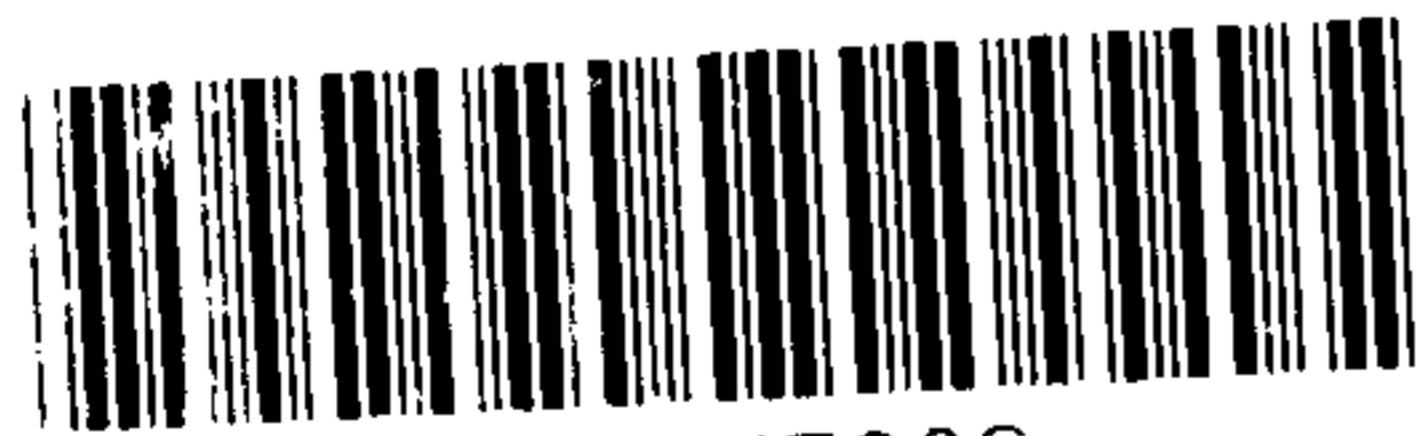
Tammy S. Johnson  
TAMMY S. JOHNSON

STATE OF ALABAMA

COUNTY OF Shelby

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **KENNETH M. JOHNSON and TAMMY S. JOHNSON**, whose name as Grantor is signed to the foregoing conveyance, and who is known to me, who after by me being first duly sworn on oath did depose and say that being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this, the 26<sup>th</sup> day of March, 2012.



+U02545386+

7J63 3/29/2012 77611913/1

Shirley Ann Smith

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 19, 2014



20120409000120160 4/4 \$22.00  
Shelby Cnty Judge of Probate, AL  
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