

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

697373-1

77454997

**DEED IN LIEU OF FORECLOSURE**  
**TITLE OF DOCUMENT**

KNOW ALL MEN BY THESE PRESENTS, that **MICHAEL HUTCHINSON, INDIVIDUALLY, A MARRIED MAN, JOINED BY HIS SPOUSE, JULIA G. HUTCHINSON, AND MICHAEL HUTCHINSON, AS EXECUTOR OF THE ESTATE OF MARY D. HUTCHINSON, WHO DIED ON 6/28/2011 AND JOSEPHINE GERMANN, A MARRIED WOMAN, JOINED BY HER SPOUSE, PATRICK T. GERMANN, AS HEIR AT LAW OF MARY D. HUTCHINSON, AS EVIDENCED BY PROBATE CASE NO. 2011-B-091 IN THE PROBATE COURT OF LEE COUNTY, ALABAMA,** whose mailing address is 1811 Southlake Dr.

Opelika, AL 36804-8389 hereinafter called grantor, for \$260,658.34 and other good and valuable consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **WELLS FARGO BANK, N.A.,** whose address is 1 HOME CAMPUS, MAC X2303-033, 3RD FLOOR, DES MOINES, IA 50328-0001, 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 24, ACCORDING TO THE SURVEY OF CALDWELL CROSSING, AS RECORDED IN MAP BOOK 29, PAGE 9, 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 \$260,658.34 and grantee's waiver of its right to bring an action against grantor based on the promissory notes secured by the mortgages hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain 1<sup>st</sup> mortgage signed 8/14/09, by **MARY D. HUTCHINSON to WACHOVIA BANK, NATIONAL ASSOCIATION** and recorded in Instrument No. 20090825000326010 on 8/25/09 and a certain 2<sup>nd</sup> mortgage signed on 3/27/07, by **MARY D. HUTCHINSON of WACHOVIA BANK, NATIONAL ASSOCIATION** and recorded in Instrument No. 20070412000170810 on 4/12/07 of the real property records of SHELBY County, Alabama.

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 24<sup>th</sup> day of March, 2012.

\_\_\_\_\_  
MICHAEL HUTCHINSON, Individually

\_\_\_\_\_  
JULIA G. HUTCHINSON

\_\_\_\_\_  
MICHAEL HUTCHINSON, Executor

Patrick T. Germann  
PATRICK T. GERMANN

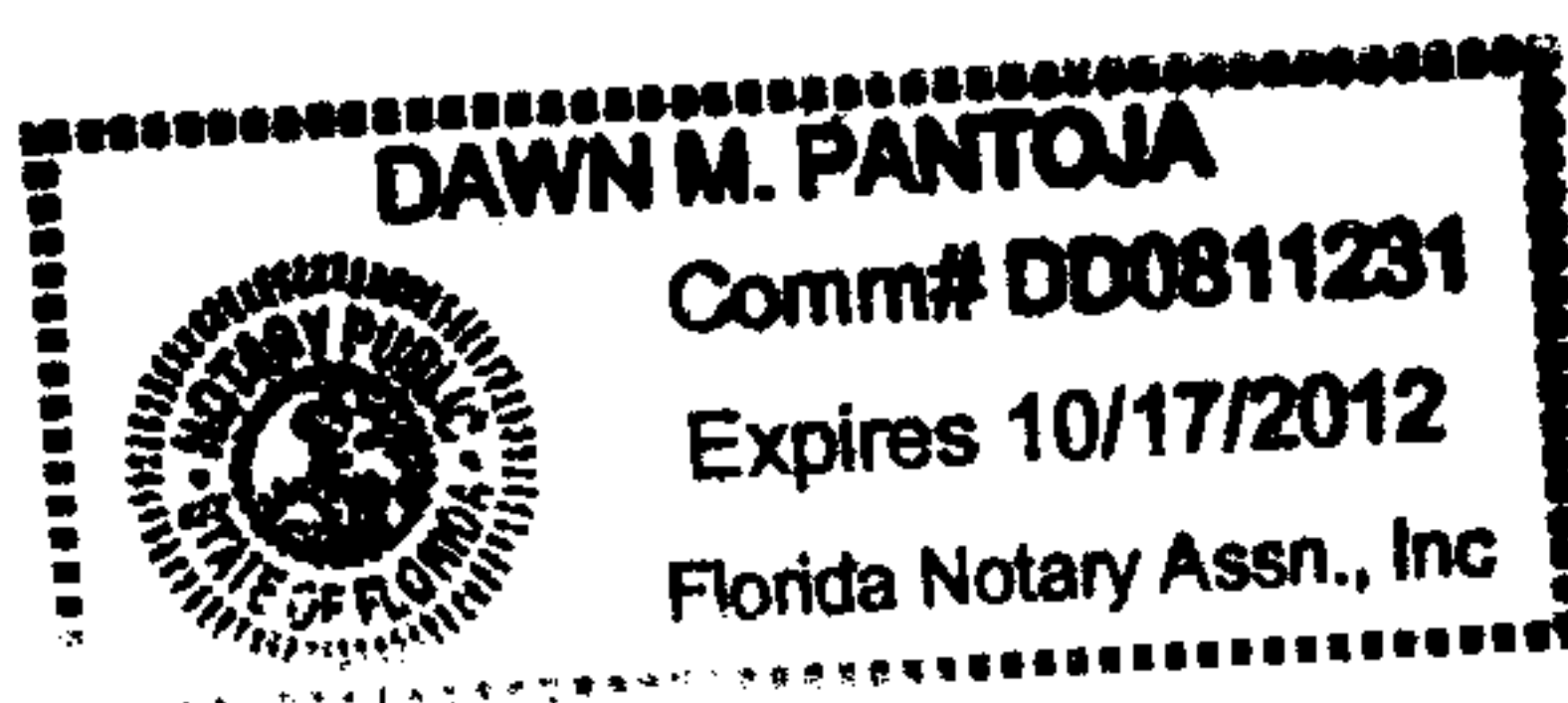
Josephine Germann  
JOSEPHINE GERMANN

STATE OF Florida  
~~ALABAMA~~

COUNTY OF Pinellas

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared ~~MICHAEL HUTCHINSON, Individually and MICHAEL HUTCHINSON, Executor~~ and ~~JULIA G. HUTCHINSON~~ and PATRICK T. GERMANN and JOSEPHINE GERMANN, 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 24 day of March, 2012.





Dawn M. Pantoja  
Notary Public Dawn M. Pantoja  
My Commission Expires: 10/17/2012



20120426000143960 4/7 \$295.00  
 Shelby Cnty Judge of Probate, AL  
 04/26/2012 12:43:13 PM FILED/CERT

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

  
 MICHAEL HUTCHINSON, Individually

  
 JULIA G. HUTCHINSON

  
 MICHAEL HUTCHINSON, Executor

~~PATRICK T. GERMANN~~

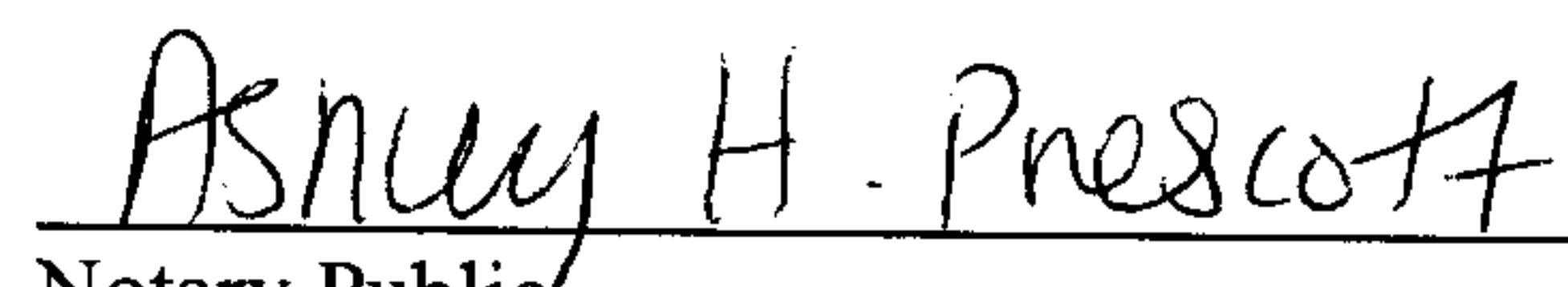
~~JOSEPHINE GERMANN~~

STATE OF ALABAMA

COUNTY OF Lee

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **MICHAEL HUTCHINSON, Individually and MICHAEL HUTCHINSON, Executor and JULIA G. HUTCHINSON and ~~PATRICK T. GERMANN and JOSEPHINE GERMANN,~~** 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.

  
 Notary Public  
 My Commission Expires: 4/6/14  
 Ashley H. Prescott

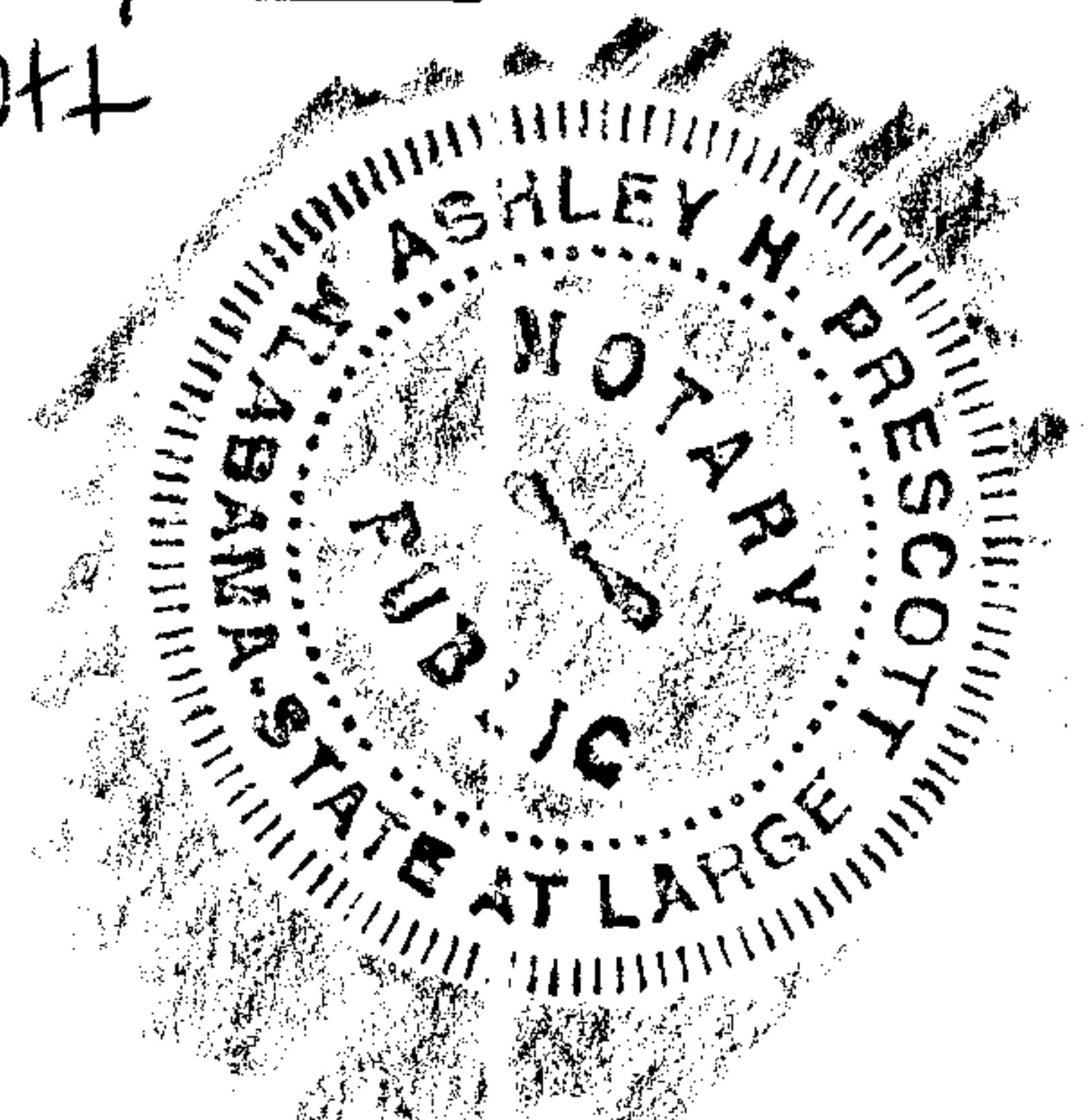




Exhibit "A"  
ESTOPPEL AFFIDAVIT

STATE ALABAMA )  
COUNTY OF Shelby ) SS.

**MICHAEL HUTCHINSON, INDIVIDUALLY, A MARRIED MAN, JOINED BY HIS SPOUSE, JULIA G. HUTCHINSON, AND MICHAEL HUTCHINSON, AS EXECUTOR OF THE ESTATE OF MARY D. HUTCHINSON, WHO DIED ON 6/28/2011 AND JOSEPHINE GERMANN, A MARRIED WOMAN, JOINED BY HER SPOUSE, PATRICK T. GERMANN, AS HEIR AT LAW OF MARY D. HUTCHINSON, AS EVIDENCED BY PROBATE CASE NO. 2011-B-091 IN THE PROBATE COURT OF LEE COUNTY, ALABAMA,** 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 BANK, N.A.** dated the 24<sup>th</sup> day of March, 2012, conveying the following described property, to-wit:

**LOT 24, ACCORDING TO THE SURVEY OF CALDWELL CROSSING, AS RECORDED IN MAP BOOK 29, PAGE 9, 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 BANK, N.A.**, 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 BANK, N.A.** therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **WELLS FARGO BANK, N.A.**;

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 BANK, N.A.** 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 \$260,658.34 by **WELLS FARGO BANK, N.A.** and **WELLS FARGO BANK, N.A.**'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 mortgages referred to herein were executed by **MARY D. HUTCHINSON** to **WACHOVIA BANK, NATIONAL ASSOCIATION**, certain 1<sup>st</sup> mortgage dated 8/14/09 and recorded in Instrument No. 20090825000326010 on 8/25/09 and a certain 2<sup>nd</sup> mortgage signed on 3/27/07 and recorded in Instrument No. 20070412000170810 on 4/12/07 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 BANK, N.A., its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

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: \_\_\_\_\_

Dated: \_\_\_\_\_

~~MICHAEL HUTCHINSON, Individually~~

~~JULIA G. HUTCHINSON~~

Dated: \_\_\_\_\_

Dated: 3/24/12

~~MICHAEL HUTCHINSON, Executor~~

Patrick T. Germann  
PATRICK T. GERMANN

Dated: March 24, 2012

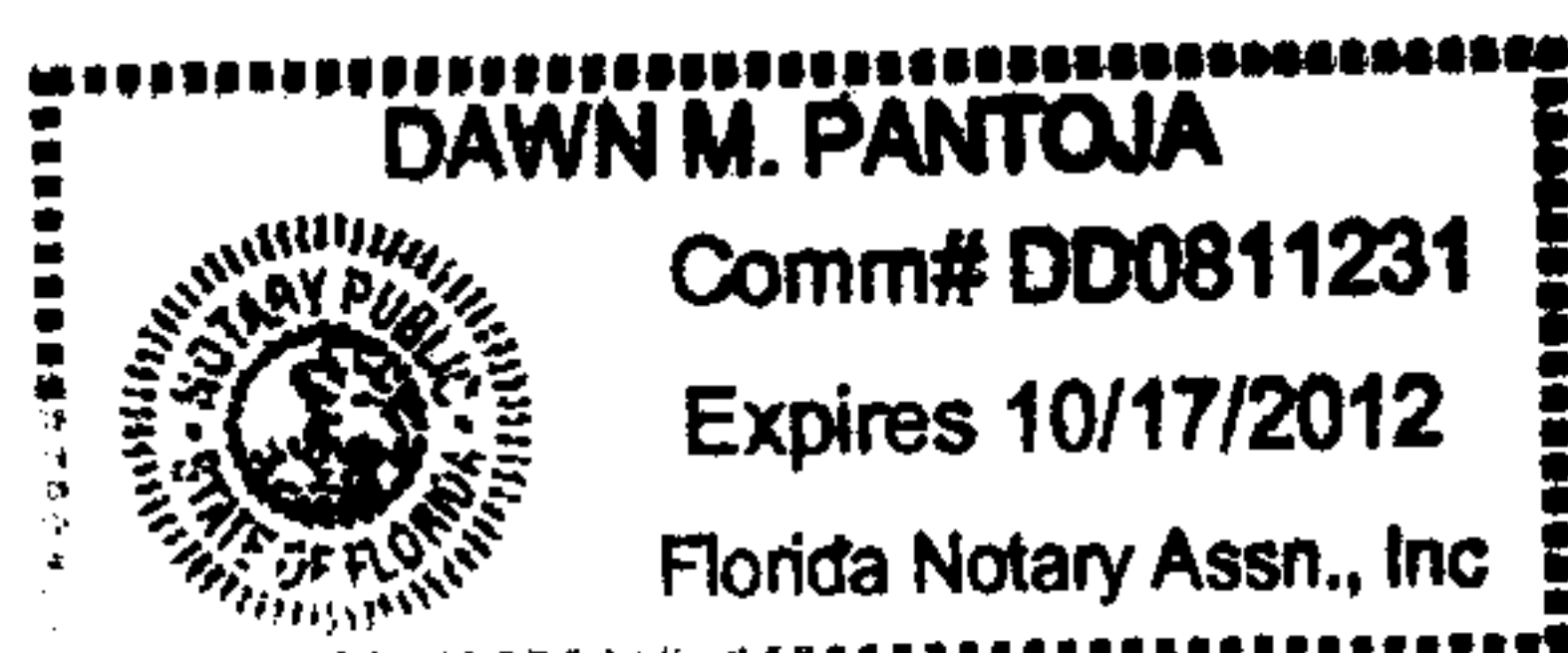
Josephine Germann  
JOSEPHINE GERMANN

STATE OF Florida  
~~ALABAMA~~

COUNTY OF Pinellas

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared ~~MICHAEL HUTCHINSON, Individually and MICHAEL HUTCHINSON, Executor and JULIA G. HUTCHINSON~~ and PATRICK T. GERMANN and JOSEPHINE GERMANN, 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 24 day of March, 2012.



Dawn M. Pantoja  
Notary Public Dawn M. Pantoja  
My Commission Expires: 10/17/2012



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

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Dated: 3/26/12

  
MICHAEL HUTCHINSON, Individually

Dated: 3/26/12

  
MICHAEL HUTCHINSON, Executor

Dated: 3/26/12

  
JULIA G. HUTCHINSON

Dated: \_\_\_\_\_

\_\_\_\_\_  
PATRICK T. GERMANN

Dated: \_\_\_\_\_

\_\_\_\_\_  
JOSEPHINE GERMANN

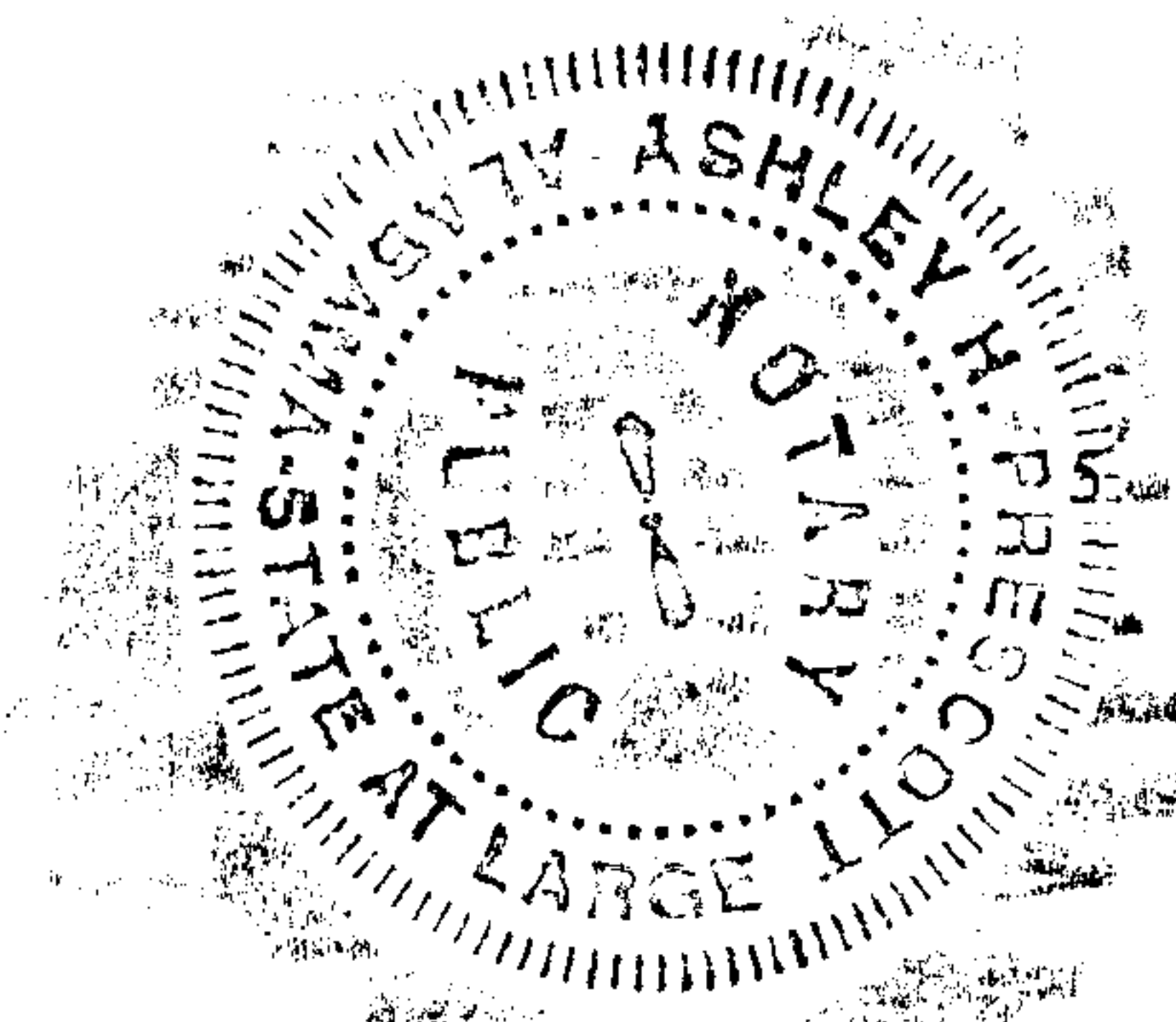
Shelby County, AL 04/26/2012  
State of Alabama  
Deed Tax: \$261.00

STATE OF ALABAMA

COUNTY OF Lee

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **MICHAEL HUTCHINSON, Individually and MICHAEL HUTCHINSON, Executor and JULIA G. HUTCHINSON and ~~PATRICK T. GERMANN and JOSEPHINE GERMANN,~~** 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.



Ashley H. Prescott  
Notary Public  
My Commission Expires: 4/23/14  
Ashley H. Prescott



+U02600530+

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