

STATE OF ALABAMA
COUNTY OF SHELBY

MIN #100080190054484589

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that William D. Dishman and Nicole Davis, both unmarried, hereinafter called the Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable considerations to said Grantors in hand paid by U.S. BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO LASALLE BANK, N.A. AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE MLMI TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE4, hereinafter called the Grantee, receipt of which is hereby acknowledged, and in further consideration of the agreement by the Grantee (as evidenced by Grantee's signature hereon) to accept conveyance of the real property described in a certain mortgage dated February 9, 2006, and recorded in Instrument No. 20060222000086280 to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Novastar Mortgage, Inc.; said mortgage being lastly assigned to U.S. BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO LASALLE BANK, N.A. AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE MLMI TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE4, by instrument recorded in Instrument No. 20110718000209010, in the office of the Judge of Probate of Shelby County, Alabama, in lieu of foreclosure of said mortgage, and to waive any claim for deficiency as to the unpaid balance of the indebtedness evidenced by promissory note and secured by said mortgage, and to consider the promissory note representing said indebtedness as being discharged and satisfied by the execution and delivery of this instrument, and the acceptance thereof, do hereby (subject to the matters hereinafter set out) GRANT, BARGAIN, SELL and CONVEY unto said Grantee, all that certain real property in Shelby County, Alabama described as follows, to-wit:

Lot 2581, according to the Survey of Highland Lakes, 25th Sector, Phase I, an Eddieeman Community, as recorded in Map Book 35, Page 3, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama. Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. #1996-17543 and further amended in Inst. #1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 25th Sector, Phase I, recorded as Instrument No. 2005 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, its heirs and assigns, FOREVER.

The conveyance of the above described property and all covenants and warranties of the Grantors hereunder (whether express, implied or statutory) are made subject to the following:

1. Lien of taxes hereafter falling due.
2. The conditions, covenants, reservations, restrictions, limitations, exceptions and easements applicable to the above described property contained and referred to in instruments recorded in said records, or on plat recorded in said records.
3. Any claim which might arise as the result of any discrepancy between the actual and record lengths and/or bearings of the property lines, from any fence which may not coincide with the lot lines, or from any overlaps or encroachments, if any.

RECORDING REFERENCES HEREIN REFER TO THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

And, except as provided above, the Grantors, for themselves, their heirs and personal representatives, hereby covenant to and with the said Grantee, its heirs and assigns, that Grantors are seized of an indefeasible estate in fee simple in and to said property; that they are in peaceful possession thereof, and have a perfect right to sell and convey the same; that the same is free from all encumbrances, and that they will forever warrant and defend the title to and possession of said property unto the said Grantee, its heirs and assigns, against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 15th day of February, 2012.

Grantors:
William D. Dishman
William D. Dishman

Nicole Davis
Nicole Davis

MAY 25 2012

Eric Lugo-Geigel
Vice President

GRANTEE: Eric Lugo-Geigel

Bank of America, NA as Attorney in Fact

(SEAL)
U.S. BANK, NATIONAL ASSOCIATION, AS
SUCCESSOR TRUSTEE TO BANK OF AMERICA,
N.A., AS SUCCESSOR BY MERGER TO LASALLE
BANK, N.A. AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF THE MLMI TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2006-HE4

STATE OF Alabama
COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County in said State, hereby certify that William D. Dishman, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 15th day of FEB, 2012.

Norma H. Walk
NOTARY PUBLIC
My commission expires: 02-18-2014
Norma H. Walk
My Commission Expires
02-18-2014

[AFFIX SEAL]

20120723000263370 2/2 \$16.00
Shelby Cnty Judge of Probate, AL
07/23/2012 01:24:09 PM FILED/CERT

STATE OF Virginia
COUNTY OF NEWPORT NEWS

I, the undersigned Notary Public in and for said County in said State, hereby certify that Nicole Davis, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day 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 seal this 17 day of FEB, 2012.

Donna W. King
NOTARY PUBLIC
My commission expires: 10-31-12

[AFFIX SEAL]

DONNA W. KING
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES OCT. 31, 2012
COMMISSION # 208105

STATE OF Delaware
COUNTY OF New Castle

I, the undersigned Notary Public in and for said County in said State, hereby certify that Eric Lugo-Geigel, whose name as Vice President of U.S. BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO LASALLE BANK, N.A. AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE MLMI TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE4, 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 instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity.

Given under my hand and seal this 25th day of May, 2012.

Dolores A. Adamek
NOTARY PUBLIC
My commission expires: 10/21/13
Dolores A. Adamek
[AFFIX SEAL]

DOLORES A. ADAMEK
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Oct 21 2013

This instrument prepared by:
Goodman G. Ledyard
Pierce Ledyard, P.C.
P.O. Box 161389
Mobile, AL 36616
(251) 338-1300

GRANTEE'S ADDRESS:
1705 Corporate Dr.
Plano, TX 75024