


This instrument prepared by:  
Cynthia W. Williams  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
P.O. Box 55727  
Birmingham, AL 35255

Send Tax Notice to:  
Federal National Mortgage  
Association  
14221 Dallas Parkway, Suite 1000  
Dallas, TX 75254

STATE OF ALABAMA )  
COUNTY OF SHELBY )

\*\* Instrument # 20110216000054160

DEED IN LIEU OF FORECLOSURE

  
20121105000425230 1/2 \$16.00  
Shelby Cnty Judge of Probate, AL  
11/05/2012 03:47:13 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the amount owed to Grantee under that certain Note and Mortgage executed by Terrell Ryan Prothow and Erika Freeman, husband and wife, to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for A.M. Robbins Mortgage, Inc., dated the 16th day of July, 2007, and recorded in Instrument Number: 20070801000358040 in the Probate Office of Shelby County, Alabama, transferred and assigned to Federal National Mortgage Association\*, and in further consideration of the sum of One Dollar (\$1.00) to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, Terrell Ryan Prothow and Erika Freeman, husband and wife, (herein referred to as "Grantor"), does grant, bargain, sell and convey unto Federal National Mortgage Association (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:

Lot 518, according to the Final Plat Timberlake Sector 5, as recorded in Map Book 36, Page 11, in the Probate Office of Shelby County, Alabama.

This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove.

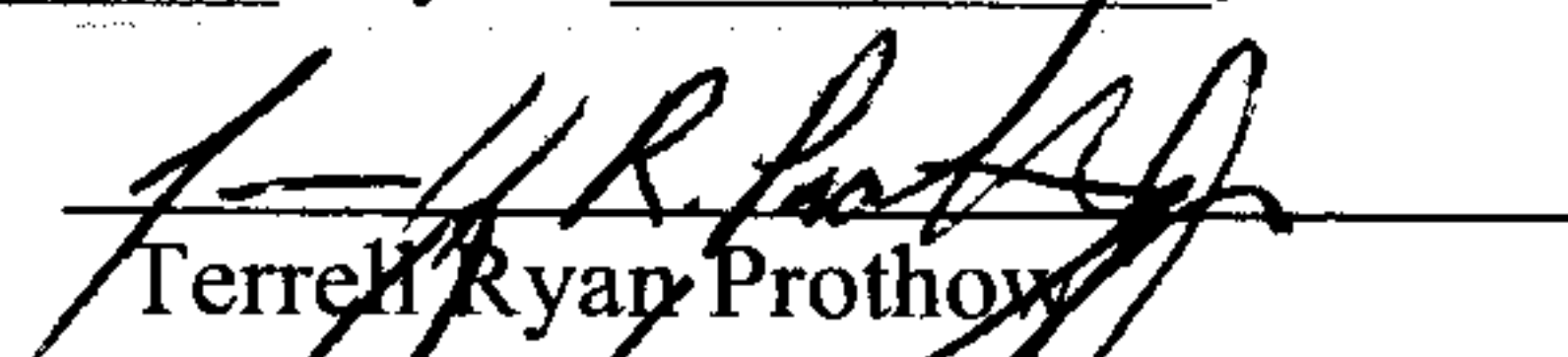

It is understood and agreed that the lien and title of the Mortgage referred to hereinabove shall be merged in the title hereby conveyed ONLY in the event of the full effectiveness of this conveyance, according to the terms and provisions expressed herein, and that, if for any reason, this conveyance 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 Grantor, 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 Grantor does assign, covenant with said Grantee that she is lawfully seized of said premises in fee simple; that it is free from all encumbrances except as hereinabove stated; that she has a good right to sell and convey the same as aforesaid; and that she will, and her 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.

Grantor(s) and Grantee, agree that this Deed in Lieu of Foreclosure and the transactions contemplated herein are a mutual, full, and complete settlement, discharge and release of Grantor's and Grantee's claims relating to the mortgage, including, without limitation, their rights and obligations with respect to the rescission of the mortgage pursuant to the Truth-In-Lending Act, Federal Reserve Regulation Z, or any other applicable law; and Grantor(s) further acknowledges that she has elected to proceed with this Deed in Lieu of Foreclosure and the transactions contemplated herein in lieu of any other rights or actions that she might pursue with respect to rescission either now or in the future.

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 the 23 day of October, 2012.

  
Terrell Ryan Prothow  
  
Erika Freeman

STATE OF Alabama )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Terrell Ryan Prothow and Erika Freeman, husband and wife, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he/she/they execute the same voluntarily on the day the same bears date.

Given under my hand and seal on this 23rd day of October, 2012.

  
NOTARY PUBLIC

My Commission Expires: May 12, 2014



# Real Estate Sales Validation Form

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name Terrell Ryan Prothow & Erika Freeman Grantee's Name Federal National Mortgage Association

Mailing Address 3617 Timber Oak Circle Helena, AL 35022 Mailing Address 13455 Noel Road, Suite 660 Dallas, TX 75240

Property Address 3617 Timber Oak Circle Helena, AL 35022 Deed in Lieu Date 10-23-2012

Total Purchase Price \$ \_\_\_\_\_

or

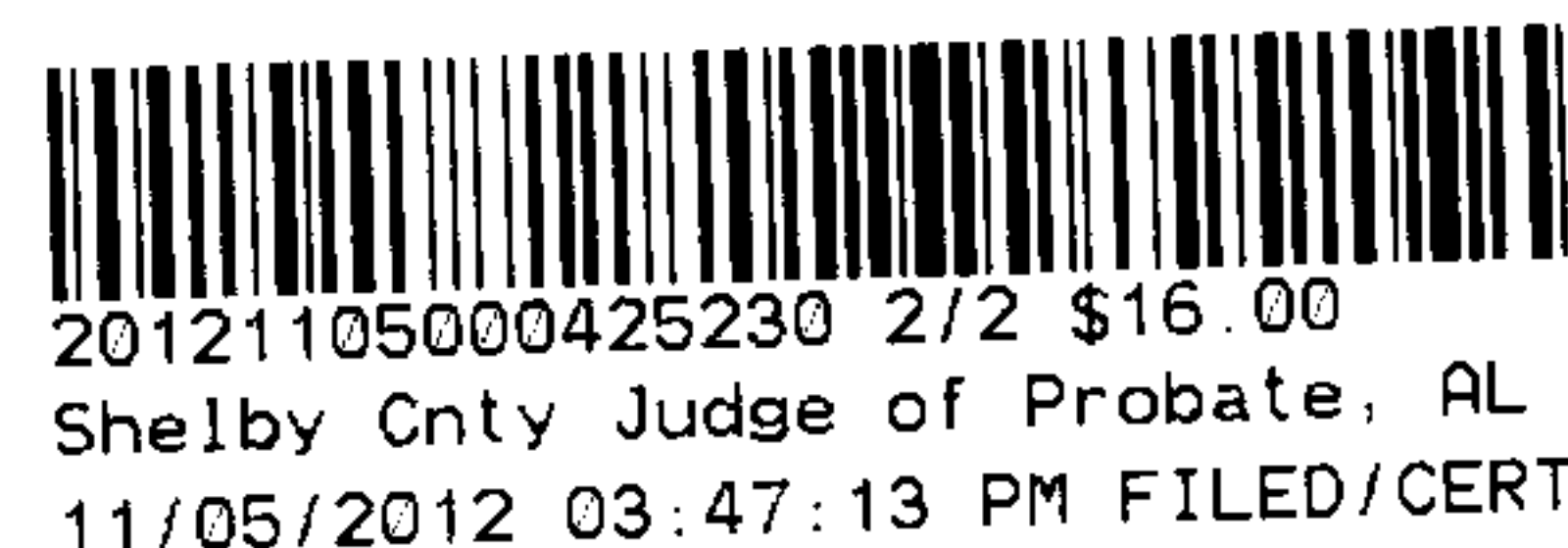
Actual Value \$ 230,000.00

or

Assessor's Market Value \$ \_\_\_\_\_

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)  
(Recordation of documentary evidence is not required)

☐ Bill of Sale ☒ Appraisal  
☐ Sales Contract ☐ Other Foreclosure Bid Price  
☐ Closing Statement



If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

## Instructions

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available.

Date of Sale – the date on which interest to the property was conveyed.

Total purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 10-25-2012

Print Willie McGinnis, foreclosure specialist

Sign Willie McGinnis  
(Grantor/Grantee/Owner/Agent) circle one

☐ Unattested  
\_\_\_\_\_  
(verified by)