

20121127000451820 1/5 \$25.00
Shelby Cnty Judge of Probate, AL
11/27/2012 10:17:06 AM 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.: 0596578185
Investor No.: 1706220167

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 Susan D. Haughton and James C. Haughton, III, Wife and Husband whose address is 231 Lime Creek Lane, Chelsea, Alabama 35043 to Mortgage Electronic Registration Systems, Inc. as nominee for Hometown Mortgage Services, Inc.

dated February 12th, 2008, and recorded in Book N/A, Page N/A, Instrument No.: 20080306000092670 and further transferred and assigned to Nationstar Mortgage LLC in Book _____, Page _____, Instrument No. * in the Probate Office of Shelby County, Alabama, and in further consideration of the sum of One Dollar (\$1.00) to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, Susan D. Haughton and James C. Haughton, III, wife and husband, (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:

* 20121127000451810

Loan No.: 0596578185
Investor No.: 1706220167

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

COMMONLY KNOWN AS: 231 Lime Creek Lane, Chelsea, Alabama 35043

TAX ID: 15-4-17-2-003-022.000

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 22 day of June 2012,
_____.

Susan D. Haughton (Seal)
Susan D. Haughton -Grantor

James C. Haughton, III (Seal)
James C. Haughton, III -Grantor

_____(Seal)
-Grantor

_____(Seal)
-Grantor



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Loan No.: 0596578185
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GRANTOR ACKNOWLEDGMENT

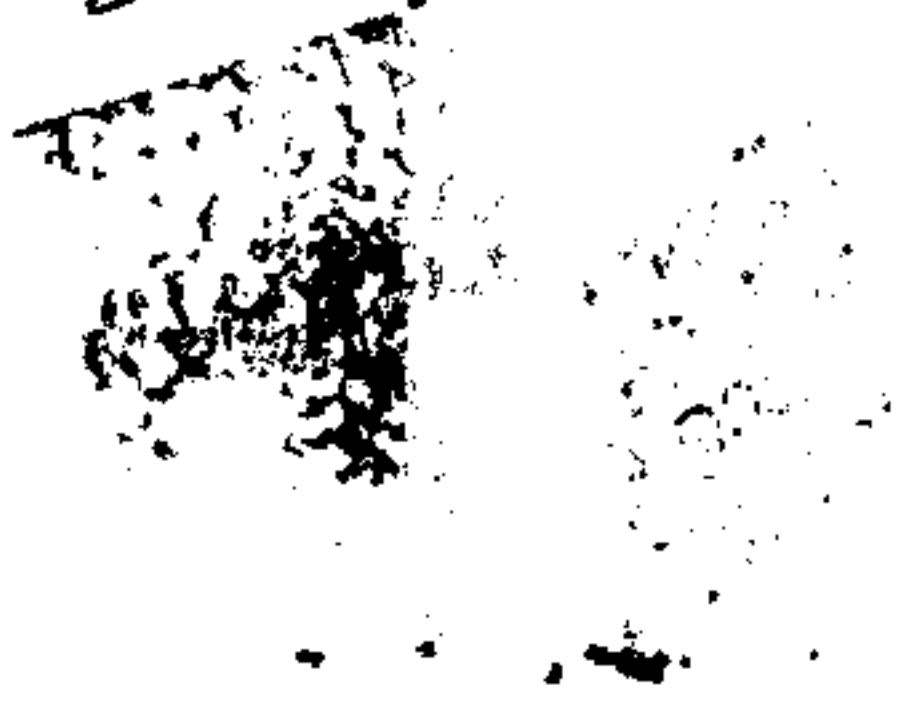
State of Alabama §
County of Shelby §

I, JAN WALLACE, NOTARY AT LARGE [name and style of officer], hereby certify that
Susan D. Haughton and James C. Haughton, 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 22nd day of JUNE, A.D. 2012.

(Seal)



Jan Wallace
Notary Signature

JAN WALLACE
Printed Name

NOTARY AT LARGE
Style of Officer

Commission Expiration Date: 3/11/14



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Exhibit A

**Lot 20, according to the final plat Lime Creek at Chelsea Preserve Sector 2, as recorded in Map Book 34, Page 51, in the Probate Office of Shelby County, Alabama.
Being the same property conveyed to Susan D. Haughton and James C. Haughton, III, husband and wife by Warranty Deed from Acob, Inc., by and through it's president, Mark Aderholt, dated February 12, 2008 and recorded March 6, 2008, in Instrument No. 20080306000092660, said Probate Court, Shelby County, Alabama.**

Real Estate Sales Validation Form

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

Grantor's Name	Susan D. Haughton and James C. Haughton, III	Grantee's Name	Federal National Mortgage Association
Mailing Address	<u>231 Lime Creek Lane</u> <u>Chelsea AL 35043</u>	Mailing Address	<u>3900 Wisconsin Ave NW</u> <u>Washington DC 20016</u>
Property Address	231 Lime Creek Lane Chelsea, AL 35043	Date of Sale	<u>6-22-12</u>
		Total Purchase Price	_____
		Or	
		Actual value	\$ _____
		Or	
		Assessor's Market Value	\$ <u>21880.00</u>

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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input checked="" type="checkbox"/> Other <u>Assessor</u>
<input type="checkbox"/> 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 August 8, 2012

Print

Unattested

(verified by)

Sign

Michael McCallum, V.P.
(Grantor/Grantee/Owner/Agent) circle one



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