

This instrument was prepared by:
Mike T. Atchison
Attorney At Law, Inc.
P O Box 822
Columbiana, AL 35051

Send Tax Notice to:
Clifford Moore
P.O. Box 265
Willsville Ala 35186

WARRANTY DEED
In Lieu of Foreclosure

STATE OF ALABAMA)
COUNTY OF SHELBY)


20121211000473820 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
12/11/2012 11:07:22 AM FILED/CERT

WHEREAS, the undersigned, **Phillip R. Sellers and wife Jessica R. Moore (Grantors)** are the owners and recorded title holders of all the real property situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and incorporated herein by referenced (Property); and

WHEREAS, Grantors have heretofore executed and delivered to **Clifford Moore (Grantee)** that certain mortgage recorded in Instrument No. 20120803000283450, in the Office of the Judge of Probate of Shelby County, Alabama, conveying the Property as security for the indebtedness recited therein and

WHEREAS, Grantors have requested that they be permitted to, and have agreed to, convey the Property to Grantee in Consideration of a credit by Grantee to Grantors from and against the indebtedness secured by the Mortgage; and

WHEREAS, the Grantee, by the acceptance of this Deed, shall in consideration thereof, credit the agreed amount of the indebtedness secured by the Mortgage.

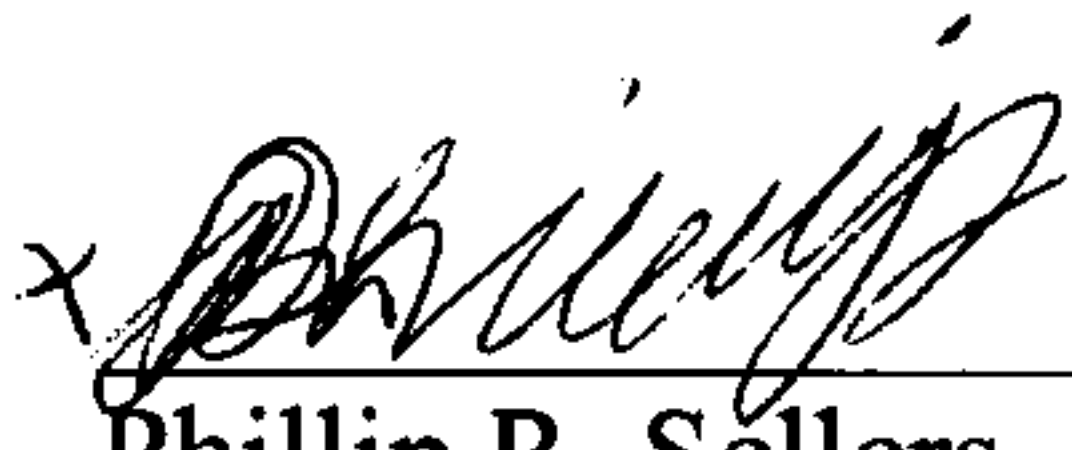
Now, **THEREFORE**, in consideration of the premises and of the sum of **TWO THOUSAND THREE HUNDRED NINETY FOUR DOLLARS AND ZERO CENTS (\$2,394.00)** cash in had paid to the Grantor by the Grantee, the receipt of which the Grantors hereby acknowledge, and the aforesaid agreement of the Grantee to credit the agreed amount of the indebtedness secured by the Mortgage, the Grantors do hereby **GRANT, BARGAIN, SELL and CONVEY** unto **Clifford Moore**, all of that certain real property situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and made a part hereof, together with any and all rights of redemption, statutory or equitable, of the Grantors with respect thereto. Grantors expressly make this conveyance without reservation or retention of any rights of redemption, statutory or equitable.

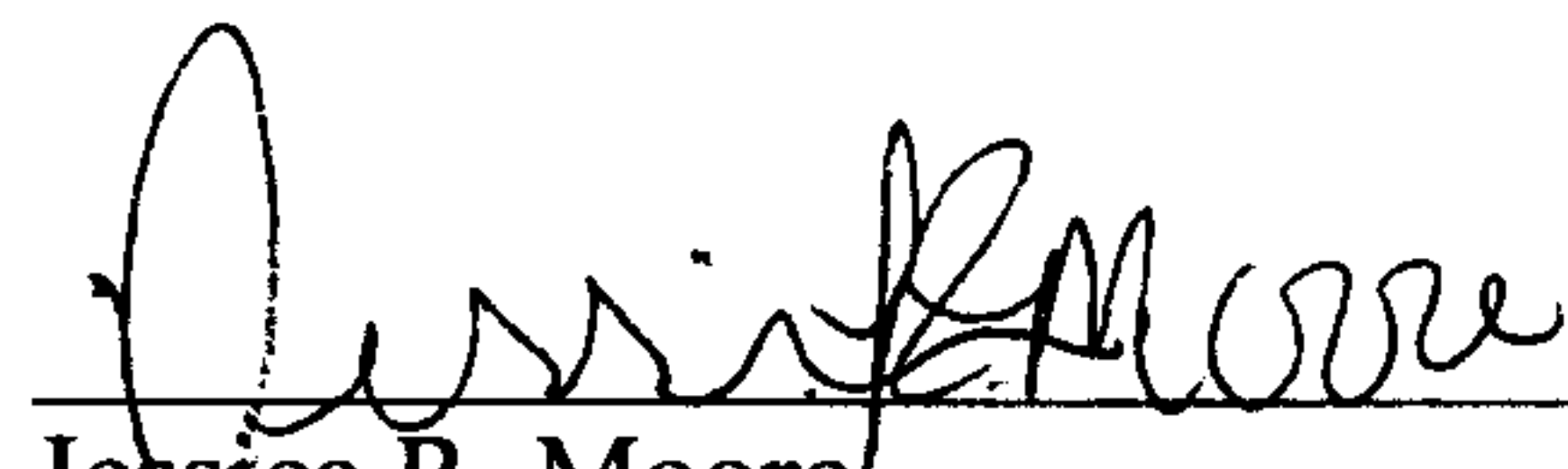
TO HAVE AND TO HOLD to **Clifford Moore**, its successors and assigns, in fee simple forever.

The undersigned Grantors covenant with the Grantee that they are the owners of the Property and have a god right to sell and covey the same; that the same is free of all encumbrances except the Mortgage; and that the Grantors will forever warrant and defend its title to the Property to the Grantee; its successors and assigns, forever. All covenants and agreements made herein shall bind the Grantors and their heirs and assigns.

It is understood and agreed that the lien and title of the Mortgage shall not be merged in the title hereby conveyed, 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 in any proceedings instituted under any bankruptcy or other law, or in the event the survival of the lien and title of the Mortgage is necessary or appropriate to protect the interest and complete title of Grantee, 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 the Grantee shall have the right to proceed to a foreclosure of the Mortgage as determined by Grantee in all respects as if this instrument had not been executed.

IN WITNESS WHEREOF, the undersigned Grantors have executed this instrument and set their hand and their seals, all on this 11th day of December, 2012

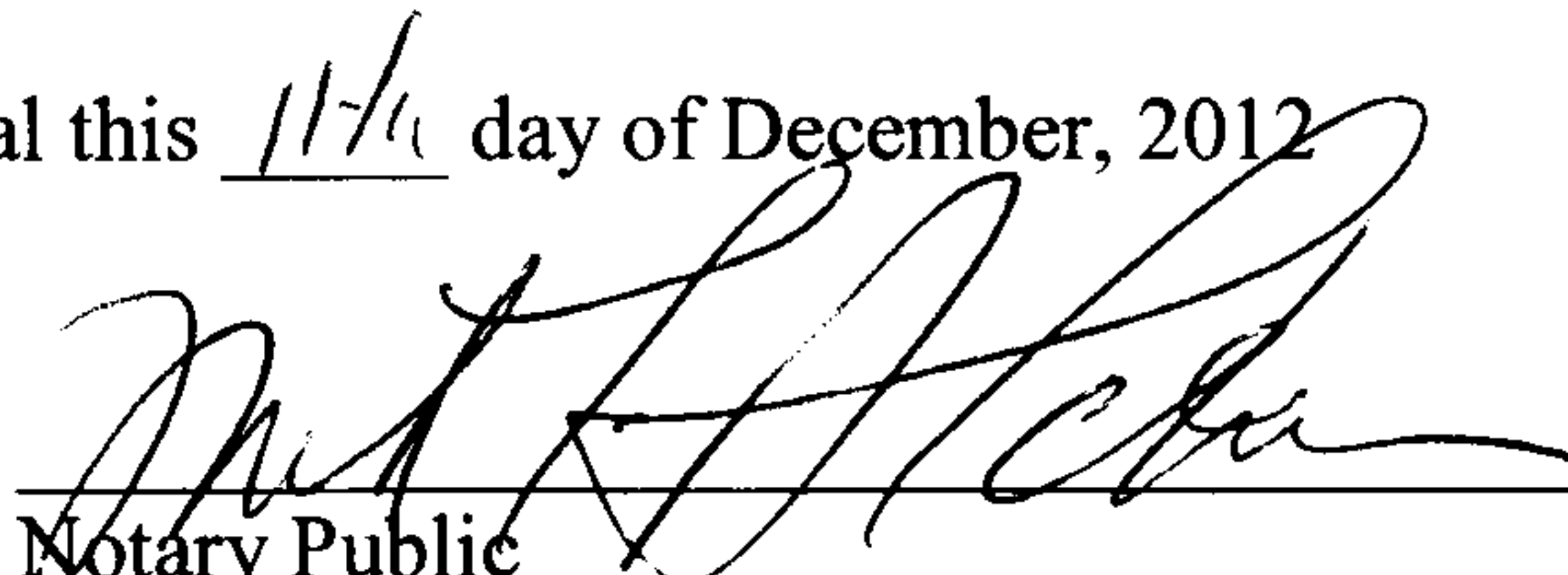
x  
Phillip R. Sellers


Jessica R. Moore

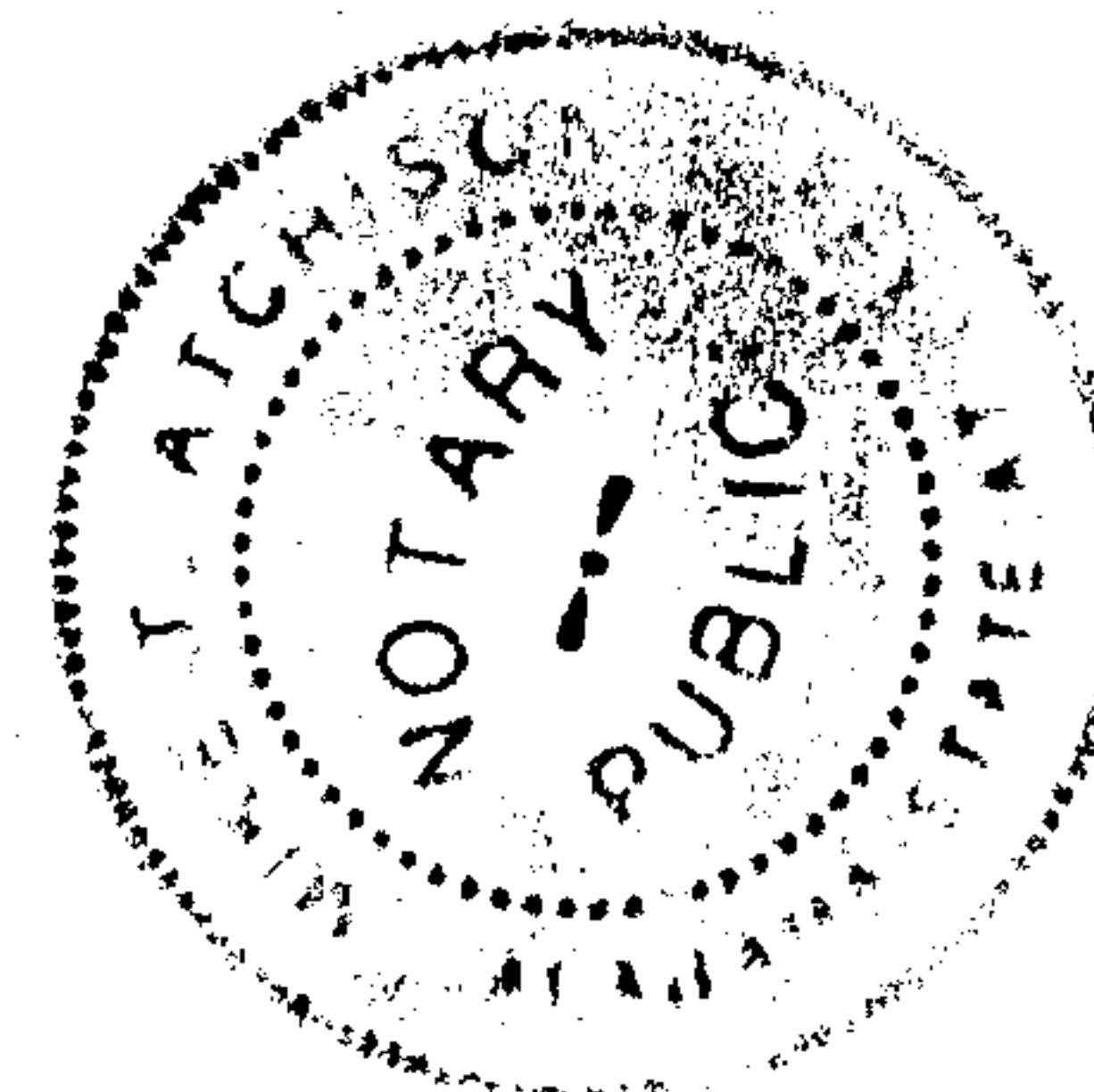
STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that ***Phillip R. Sellers and Jessica R. Moore***, whose names are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of December, 2012



Notary Public
My Commission Expires: 10-4-16



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***THIS INSTRUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE.
LEGAL DESCRIPTION WAS PROVIDED BY GRANTEE.***

**EXHIBIT A
LEGAL DESCRIPTION**

Lot 5, according to the Survey of Quail Estates, as recorded in Map Book 26, Page 73, in the Probate Office of Shelby County, Alabama.



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Real Estate Sales Validation Form

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

Grantor's Name Philip R. Sellers Grantee's Name Clifford Gene Moore
Mailing Address 1111 Co Rd 44 Mailing Address PO Box 265
Nemesis AL Wilsonville AL 35186
35085
Property Address 122 Quail Run Cir Date of Sale 12-11-12
Wilsonville AL Total Purchase Price \$ 2,394.00
35186 Or
Actual Value \$ _____
Or
Assessors 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
☐ Sales Contract
☐ Closing Statement

☐ Appraisal
☒ Other

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 recording.

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 evidence 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 estimated 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, Section 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, Section 40-22-1 (h).

Date _____

Unattested
(verified by)

Print Clifford Gene Moore
Sign Clifford Gene Moore
(Grantor/Grantee/Owner/Agent) circle one

