


**This Instrument Prepared  
Without Benefit of Survey By:**

Burt W. Newsome  
Newsome Law, L.L.C.  
P.O. Box 382753  
Birmingham, AL 35238  
(205) 747-1970

  
20121219000484500 1/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
12/19/2012 11:02:30 AM FILED/CERT

STATE OF ALABAMA

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SHELBY COUNTY

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**DEED IN LIEU OF FORECLOSURE**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of \$10.00 and other good and valuable consideration including full satisfaction of the indebtedness for loan # 2055132002, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantor, Greenhill Construction, Inc. (herein referred to as "Grantor"), does hereby grant, bargain, sell, and convey unto Merchants and Farmers Bank, d/b/a M & F Bank, (herein referred to as "Grantee"), all that certain property situated in Shelby County, Alabama, more particularly described as follows:

Lots 3, 4, 5 & 6, according to the Final Plat of the Residential Subdivision Liberty Cove, as recorded in Map Book 34, Page 49, in the Probate Office of Shelby County, Alabama.

This is a deed in lieu of foreclosure. It is the intention of the Grantor and the Grantee that this deed and the effect of the conveyance evidenced hereby, shall be governed by, and interpreted according to, the provisions of § 35-10-50 & 35-10-51, Code of Alabama (1975), as amended. Without limiting the generality of the foregoing sentence, the Grantor and Grantee agree that this deed shall have the effect of transferring absolute title to the above described property to the Grantee free of any statutory or equitable right of redemption in the Grantor or anyone claiming by or through the Grantor. It is the further intention of the Grantor and Grantee that the lien created by that certain Mortgage from Grantor to Grantee, dated June 12, 2006, and recorded on June 16, 2006, in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20060616000289300, will not merge into the fee title acquired by the Grantee pursuant to this deed. No such merger will occur until such time as the Grantee executes a written instrument specifically effecting such merger or releasing said Mortgage and duly records the same.

To have and to hold to Grantee, its successors and/or assigns forever, together with every contingent remainder and right of reversion. And Grantor does for itself, its successors and/or assigns, covenant with Grantee, its successors and/or assigns, that it is lawfully seized in fee simple of said real estate, that it is free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors, heirs and/or assigns shall, warrant and defend the same to the Grantee, its successors and/or assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal, this the 19<sup>TH</sup> day of December, 2012.

GREENHILL CONSTRUCTION, INC.

BY: Randy C. Greenhill

ITS: PRESIDENT

STATE OF ALABAMA

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§ ss.

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COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Randy C. Greenhill as President of Greenhill Construction, Inc. 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 the conveyance, has executed the same voluntarily.

Given under my hand and seal this the 19th day of December, 2012.

[Signature]  
Notary Public

My Commission Expires: 10/4/2016

  
20121219000484500 2/3 \$19.00  
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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 Randy C. Greenhill  
Mailing Address 1083 Tara Drive  
Columbiana, AL 35051

Grantee's Name Merchants & Farmers Bank d/b/a M&F Bank  
Mailing Address c/o Newsome Law, LLC  
P.O. Box 382753  
Birmingham, AL 35238

Property Address Lot 3, 4, 5, 6  
Survey of Liberty Cove  
Map Book 34 Page 49  
Shelby County, AL

Date of Sale December 19, 2012

Total Purchase Price \$ 75,000.00

or

Actual Value \$


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  
☐ Sales Contract  
☐ Closing Statement

☐ Appraisal  
☒ Other

  
20121219000484500 3/3 \$19.00  
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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 12/19/2012

Print Burt Newsome, Attorney for Merchants & Farmers Bank d/b/a M&F Bank

☐ Unattested

(verified by)

Sign

  
(Grantor/Grantee/Owner/Agent) circle one

Form RT-1